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DATED

20/10/2023

CONTRACT FOR THE PROVISION OF THE NIHR RESEARCH DELIVERY NETWORK COORDINATING CENTRE (C217860)

between

THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

and

THE UNIVERSITY OF LEEDS

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THIS CONTRACT is dated

PARTIES

(1) **THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE** of 39 Victoria Street, Westminster, London SW1H 0EU (the **Authority**); and

(2) **THE UNIVERSITY OF LEEDS**, whose principal address is Woodhouse Lane, Leeds LS2 9JT (the **Supplier**),

together the **Parties** and either of them a **Party**.

BACKGROUND

(A) The Authority placed a contract notice (notice reference: 2022/S 000-032066) on 11 November 2022 (the **FTS Notice**) seeking tenders from providers interested in entering into a contract for the supply of the Services to the Authority.

(B) The Authority issued an invitation to participate in negotiations on 5 January 2023 and (following the period of such negotiations) the ISFT on 15 March 2023 for the provision of the Services.

(C) In response to such invitation to participate in negotiations the Supplier submitted an initial tender to the Authority on 30 January 2023 and in response to the ISFT a final tender to the Authority on 30 March 2023, through which tenders (as clarified in May 2023 in respect of pricing) the Supplier represented to the Authority that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the procurement documents and, in particular, the Supplier made representations to the Authority in the Tender in relation to the Supplier's competence, professionalism and ability to provide the Services in an efficient and cost effective manner.

(D) On the basis of the Tender the Authority selected the Supplier to enter into an agreement to provide the Services to the Authority in accordance with this Contract.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in the main body of this Contract, Schedule 1 (Definitions) or the relevant Schedule, in which that or those capitalised expression(s) appear(s) and is/are defined.

1.2 In this Contract, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) reference to a gender includes the other gender and the neuter;

(c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

(d) a reference to any Law or section or other provision of that Law includes a reference to that Law or such section or provision as amended, extended, consolidated, re-enacted or replaced from time to time;

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(e) 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**;

(f) 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;

(g) 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 this Contract;

(h) references to **Clauses** and **Schedules** are, unless otherwise provided in this Contract, references to the clauses and schedules of this Contract 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; and

(i) the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract.

1.3 In the event of and only to the extent of any conflict between the Clauses and the Schedules (or in each case any of them), the conflict shall be resolved in accordance with the following descending order of precedence:

(a) the Clauses;

(b) the Schedules (except Schedule 16 (Tender));

(c) Schedule 16 (Tender).

2 DUE DILIGENCE

2.1 The Supplier acknowledges that:

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

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

(c) it has raised all relevant due diligence questions with the Authority before the Contract Commencement Date; and

(d) it has entered into this Contract in reliance on its own due diligence alone.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:

(a) any misinterpretation of the requirements of the Authority in this Contract; and/or

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

3 REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants that:

(a) it has full capacity and authority to enter into and to perform this Contract;

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(b) this Contract is executed by its duly authorised representative;

(c) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Contract; and

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

3.2 The Supplier represents and warrants that:

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

(b) it has all necessary consents and regulatory approvals to enter into this Contract;

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

(d) as at the Contract Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including, without limitation, its Tender and any other documents submitted, remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the Contract Commencement Date;

(e) as at the Contract Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in, in connection with any Occasions of Tax Non Compliance;

(f) except as provided in this Contract, the Supplier has and shall continue to have all necessary rights in and to the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Authority, which are necessary for the performance of the Supplier's obligations under this Contract, including the receipt of the Services by the Authority;

(g) it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Authority;

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

(i) it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager,

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administrator or similar officer in relation to any of the Supplier's assets or revenue; and

(j) for the Contract Period and for a period of twelve (12) Months after the termination or expiry of this Contract, the Supplier shall not employ or offer employment to any staff of the Authority, which have been associated with the provision of the Services without Approval.

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

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

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

4 CONTRACT PERIOD

4.1 This Contract shall take effect on the Contract Commencement Date and without prejudice to arrangements specified in Schedule 10 (Exit Management), unless this Contract is terminated earlier in accordance with the terms of this Contract or otherwise by operation of Law, shall expire either:

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

(b) at the end of:

a. where the Authority elects to extend the Contract Period in accordance with Clause 4.2(a), Extension Period 1; or

b. where the Authority elects to extend the Contract Period in accordance with Clause 4.2(b), Extension Period 2.

4.2 The Authority shall have the option to extend the Contract Period:

(a) beyond the Initial Period, such extension to be on the same terms (subject to the operation of Clause 15.8) as apply immediately prior to the end of the Initial Period, for a further period of twenty four (24) Months beyond the Initial Period, unless it is terminated earlier in accordance with the terms of this Contract or otherwise by operation of Law, (**Extension Period 1**).

If the Authority wishes to exercise this option to extend the Contract Period for Extension Period 1, it shall give notice of such fact to the Supplier no later than two (2) Months prior to the end of the Initial Period. Both Parties acknowledge and agree that, if such notice is given, subject to the operation of Clause 15.8, the Contract Period shall be so extended and continue on such terms, unless it is terminated earlier in accordance with the terms of this Contract or otherwise by operation of Law; and

(b) beyond Extension Period 1, if the Authority shall have first exercised its option provided in Clause 4.2(a), such extension to be on the same terms (subject to the operation of Clause 15.8) as apply immediately prior to the end of Extension Period 1, for a further period of twenty four (24) Months beyond

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Extension Period 1, unless it is terminated earlier in accordance with the terms of this Contract or otherwise by operation of Law, (**Extension Period 2**).

If the Authority wishes to exercise this option to extend the Contract Period for Extension Period 2, it shall give notice of such fact to the Supplier no later than two (2) Months prior to the end of Extension Period 1. Both Parties acknowledge and agree that, if such notice is given, subject to the operation of Clause 15.8, the Contract Period shall be so extended and shall continue on such terms, unless it is terminated earlier in accordance with the terms of this Contract or otherwise by operation of Law.

5 TRANSITION

5.1 Transition Related Obligations

(a) Notwithstanding anything to the contrary in the Tender (which shall in particular, but without limitation, in respect of the Delivery of the Relevant Documents be read subject to this Clause 5.1), the Supplier shall (unless the Parties otherwise agree in writing) by 17:00 (London time) on 31 March 2024 develop and Deliver to the Authority the Relevant Documents.

(b) The Supplier shall not:

a. subject to Clauses 5.1(a) and 5.2, be obliged to perform and deliver any of the Services; or

b. be entitled to claim or recover any amount in respect of the performance and delivery of the Services (or any of them) or in respect of performance and discharge of any of its other obligations provided in this Contract,

unless and until the Service Commencement Date has occurred and then only in accordance with and subject to the provisions of Schedule 3 (Contract Charges, Payment and Invoicing).

(c) The Parties' entry into this Contract shall not operate to terminate (either wholly or partially), nor operate to waive, limit or otherwise affect the rights and/or remedies of either Party under or in connection with, any other arrangement executed prior to the Contract Commencement Date, under whose terms the Supplier shall have been engaged to provide for the benefit of the Authority services that are the same as or similar to the Services (or any part of the Services).

No prejudice

5.2 Nothing in this Clause 5 or Clause 6.1 shall operate to waive, limit or otherwise affect any of the Supplier's obligations and liabilities under any other provision or provisions of this Contract:

(a) due for performance; or

(b) arising,

from time to time or at any time during the period commencing on the Contract Commencement Date and ending on the Service Commencement Date.

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6 SERVICES

Provision of the Services

6.1 The Supplier shall (without prejudice to its other obligations provided in this Clause 6 and the operation of Schedule 10) provide the Core Services and the Operational Services from (and including) the Service Commencement Date until the end of the Contract Period.

6.2 The Supplier acknowledges and agrees that the Authority relies on the skill and judgment of the Supplier in the provision of the Services and the performance of its obligations under this Contract.

6.3 The Supplier shall ensure that the Services:

(a) comply in all respects with the Authority's description of the Services in Schedule 2 (Services) or elsewhere in this Contract; and

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

6.4 The Supplier shall:

(a) perform its obligations under this Contract in accordance with:

a. all applicable Law;

b. Good Industry Practice;

c. the Standards;

d. the Security Policy; and

e. the Supplier's own established procedures and practices to the extent that the same do not conflict with the requirements of sub-Clauses 6.4(a)a and 6.4(a)d; and

(b) deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.

6.5 In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 6.4(a)a and any other requirement or requirements specified in Clause 6.4(a), the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier of which requirement(s) the Supplier shall comply with.

Supplier Covenants

6.6 The Supplier shall:

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

(b) obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary for the provision of the Services;

(c) ensure that any products or services recommended or otherwise specified by the Supplier for use by the Authority, any of the RRDN Hosts or any of the RRDN Partners in conjunction with the Deliverables and/or the Services shall

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enable the Deliverables and/or Services to meet the requirements of the Authority;

(d) ensure that the Supplier Assets are and will remain free of all encumbrances (except as agreed in writing with the Authority);

(e) ensure that the Services are fully compatible with any Authority Property or Authority Assets used by the Supplier in connection with this Contract;

(f) minimise any disruption to the Sites and/or the operations of the Authority, RRDN Hosts and/or RRDN Partners when providing the Services;

(g) ensure that any Documentation and training provided by the Supplier to the Authority, RRDN Hosts or RRDN Partners are comprehensive, accurate and prepared in accordance with Good Industry Practice;

(h) co-operate with any Other Supplier(s) notified to the Supplier by the Authority from time to time by providing:

a. reasonable information (including any Documentation);

b. advice; and

c. reasonable assistance,

in connection with the Services to any such Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and to enable the timely transition of the supply of the Services (or any of them) to the Authority and/or to any Replacement Supplier(s) all in accordance with the following collaborative working principles, which shall be read subject to the Supplier's obligations provided in Clause 26:

d. proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";

e. being open, transparent and responsive in sharing relevant and accurate information with such Other Supplier(s);

f. where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Supplier(s);

g. providing reasonable cooperation, support, information and assistance to such Other Supplier(s) in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and

h. identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle;

(i) assign to the Authority or, if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Authority all warranties and indemnities provided by any third party, including any Sub-Contractor, in respect of any Deliverables and/or the Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;

(j) provide the Authority with such assistance as the Authority may reasonably require during the Contract Period in respect of the supply of the Services;

(k) deliver the Services in a proportionate and efficient manner;

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(l) ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority, RRDN Hosts (or in each case any of them) or RRDN Partners (or in each case any of them) into disrepute by engaging in any act or omission, which is reasonably likely to diminish the trust that the public places in the Authority, RRDN Hosts and/or RRDN Partners (or in each case any of them) regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract;

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

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

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

6.8 The Authority may inspect and examine the manner, in which the Supplier provides the Services at the Sites and the Authority may carry out such inspection and examination during normal business hours and on reasonable notice.

Obligation to Remedy Defaults in the Supply of the Services

6.9 Without prejudice to Clauses 25.23 to 25.25 (inclusive) (IPR Indemnity) and any other rights and remedies of the Authority (howsoever arising), the Supplier shall:

(a) remedy any breach of its obligations provided in this Clause 6 within three (3) Working Days after becoming aware of the breach or after being notified of the breach by the Authority or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred); and

(b) meet all the costs of, and incidental to, the performance of such remedial work, including any work required as part of a Rectification Plan Process.

Continuing Obligation to Provide the Services

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

(a) any withholding or deduction by the Authority of any sum due to the Supplier pursuant to the exercise of a right of the Authority to such withholding or deduction under Clauses 16.6 to 16.8 (inclusive);

(b) the existence of an unresolved Dispute; and/or

(c) any failure by the Authority to pay any Contract Charges (unless the Supplier is entitled to terminate this Contract under Clause 34 (Supplier Termination Rights) for failure by the Authority to pay undisputed Contract Charges).

Authority Emergent Services

6.11 The Authority may at any time, provided that such requirement does not infringe the Regulations (or (where the Regulations are replaced) any legislation replacing

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the Regulations), require the Supplier to provide Authority Emergent Service(s) under and subject to the terms of this Contract by giving notice to the Supplier in writing and following the procedure in paragraph 5.1 of Schedule 21 (Governance) or (as applicable) Clause 15.

6.12 The Supplier acknowledges and agrees that the Authority is not obliged to take or require any Authority Emergent Service(s) from the Supplier and that nothing shall prevent the Authority from receiving (a) service(s) that is/are the same as or similar to the Authority Emergent Service(s) from any third party.

Specially Written Software warranty

6.13 Without prejudice to Clauses 6.6 and 6.9 and any other rights and remedies available to the Authority (howsoever arising), the Supplier warrants to the Authority that all components of the Specially Written Software shall:

(a) be free from material design and programming errors;

(b) perform in all material respects in accordance with the relevant specifications contained in Schedule 2 (Services), the Tender and the Documentation; and

(c) not infringe any Intellectual Property Rights.

7 TESTING

7.1 The Parties shall implement the Test Plans.

8 PERFORMANCE INDICATORS, MEASUREMENTS AND MONITORING

8.1 The Supplier shall:

(a) provide the Services in such manner as avoids and shall avoid any and all Performance Failure(s); and

(b) comply with the provisions of Schedule 6 (Performance Measurement and Monitoring) and Schedule 21 (Governance) in relation to the monitoring and reporting on its performance against the Performance Indicators.

8.2 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Performance Failure, it shall:

(a) notify the Authority as soon as practically possible and no later than two (2) Working Days after becoming aware of such failure or anticipated failure;

(b) include in its notification an explanation of the actual or anticipated impact of the failure and proposed rectification steps;

(c) comply with the Authority's instructions in order to address the impact of any such failure or anticipated failure; and

(d) use its best endeavours to eliminate or mitigate the consequences of any such failure or anticipated failure.

8.3 The Authority may at any time during the Contract Period propose to the Supplier that a variation is made to Schedule 6 (Performance Measurement and Monitoring) in order to:

(a) effect a change to any Performance Failure threshold(s) specified in respect of any Performance Indicator; and/or

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(b) incorporate within Schedule 6 (Performance Measurement and Monitoring) one or more new performance indicators (together with (in respect of each such indicator) its respective Performance Failure thresholds).

If the Authority makes any such proposal, the Parties shall as part of the processes specified in Schedule 21 (Governance) review and (where the Parties (acting reasonably) so agree) give prompt effect to such proposal in writing.

9 BUSINESS CONTINUITY AND DISASTER RECOVERY

9.1 The Parties shall comply with the provisions of Schedule 9 (Business Continuity and Disaster Recovery).

10 DISRUPTION

10.1 The Supplier shall take all reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, the RRDN Hosts (or in each case any of them) or the RRDN Partners (or in each case any of them), their employees or any other contractor employed or engaged by the Authority.

10.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Contract.

10.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under this Contract.

10.4 If the Supplier's proposals referred to in Clause 10.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Authority may terminate this Contract for Default in accordance with Clause 33.2.

10.5 If and to the extent that the Supplier is unable to fulfil the requirements of this Contract owing to disruption of normal business solely caused by the Authority, an appropriate (having regard for the extent of such disruption) allowance by way of an extension of time will be Approved by the Authority. In addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct and sole result of such disruption.

11 SUPPLIER NOTIFICATION OF AUTHORITY CAUSE

11.1 Without prejudice to any other obligation of the Supplier in this Contract to notify the Authority in respect of a specific Authority Cause, the Supplier shall notify the Authority as soon as reasonably practicable (and in any event within five (5) Working Days after the Supplier has become aware) that an Authority Cause has occurred or is reasonably likely to occur, giving details of:

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

(b) any steps, which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause,

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and the Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of such Authority Cause.

12 CONTINUOUS IMPROVEMENT

12.1 The Supplier shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the provision of the Services both in terms of the RDNCC and the NIHR RDN in accordance with this Clause 12 with a view to improving the quality and efficiency of the Services and their supply to the Authority. As part of this ongoing obligation the Supplier shall identify and report to the Authority, including in the "Annual report on the performance of the RDNCC against the Contract" (see paragraph 10 of Schedule 21):

(a) the emergence of new and evolving relevant technologies, which could improve the Sites and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Authority, which the Parties may wish to adopt;

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

(c) changes to the Sites, business processes and ways of working that would enable the Services to be provided at lower cost and/or at greater benefits to the Authority, RRDN Hosts and RRDN Partners; and

(d) changes to the Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.

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

12.3 If the Authority wishes to incorporate any improvement identified by the Supplier that produces a cash releasing efficiency saving to the Authority or requires transition of resources from one Core Service to another Core Service, the Authority shall request a Variation in accordance with the Variation Procedure, provided that such Variation will include transition and any other necessary costs (including licence fees) where such costs are reasonably incurred, but such Variation will only be implemented, if the overall net cost to the Authority of the affected Services after the Variation will not increase.

13 GOVERNANCE

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

14 RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

14.1 The Supplier shall keep and maintain during the Contract Period and for seven (7) years after the Expiry Date (or for as long a period as may be agreed between the Parties in writing) full and accurate records and accounts of the operation of this Contract, including the Services provided under it, any Sub-Contracts, and any all Supplier Profit achieved and the amounts paid by the Authority.

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14.2 The Supplier shall:

(a) keep the records and accounts referred to in Clause 14.1 in accordance with Good Industry Practice and the Law; and

(b) afford any Auditor access to the records and accounts referred to in Clause 14.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the period specified in Clause 14.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Contract, including for the following purposes to:

a. verify the accuracy of the Contract Charges and any other amounts payable by the Authority under this Contract (and proposed or actual variations to them in accordance with this Contract);

b. verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;

c. verify any data submitted in respect of any Relevant Costs Savings;

d. verify the Open Book Data;

e. verify the Supplier's and each Sub-Contractor's compliance with all applicable Law;

f. identify or investigate any actual or suspected Prohibited Act, impropriety or accounting mistake or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

g. identify or investigate any circumstances, which may impact upon the financial stability of the Supplier and/or the Guarantor and/or any Sub-Contractors or their ability to perform the Services;

h. obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes, including the supply of information to the Comptroller and Auditor General;

i. review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;

j. carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;

k. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness, with which the Authority has used its resources;

l. review any reports provided under Schedule 21 (Governance) and/or other records relating to the Supplier's performance and provision of the Services and to verify that these reflect the Supplier's own internal reports and records;

m. verify the accuracy and completeness of any information delivered in connection with or required by this Contract;

n. review the Supplier's quality management systems (including any quality manuals and procedures);

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o. review performance monitoring reports (including, but not limited to, the reports specified in Part B of Schedule 6 (Performance Measurement and Monitoring) and Schedule 21 (Governance)) and all other matrices, records and other information submitted and/or maintained by the Supplier in connection with its performance monitoring and measuring obligations under this Contract;

p. review the Supplier's compliance with the Standards;

q. inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or

r. review the integrity, confidentiality and security of the Authority Data.

14.3 The Authority shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services, save insofar as the Supplier accepts and acknowledges that the conduct of audits carried out by the Auditor(s) is outside of the control of the Authority.

14.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in providing:

(a) all reasonable information requested by the Authority within the scope of the audit;

(b) reasonable access to Sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and

(c) access to the Supplier Personnel.

14.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 14, unless the audit reveals a Default or Defaults by the Supplier, in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the audit.

15 CHANGE

Variation Procedure

15.1 Subject to the other provisions of this Clause 15 and the provisions of Schedule 3 (Contract Charges, Payment and Invoicing), either Party may request a variation to this Contract, provided that such variation:

(a) does not infringe the Regulations or (where the Regulations are replaced) any legislation replacing the Regulations;

(b) does not arise from a variation proposal made by the Authority in accordance with Clause 8.2; and

(c) (save where the Parties otherwise agree) does not relate to the introduction and implementation of one or more Authority Emergent Services,

any such change meeting the terms of such proviso being a **Variation**. The Parties acknowledge and agree that the introduction, consideration and implementation of any Authority Emergent Service(s) shall be made in accordance with (and subject to) Clause 6.11 and (unless the Parties otherwise agree) without reference to the processes set out in this Clause 15.

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15.2 A Party may request a Variation by completing and sending a Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.

15.3 The Authority may require the Supplier to carry out an impact assessment of the Variation on the Services (the **Impact Assessment**). The Impact Assessment shall (if so required) be completed by the Supplier promptly and in good faith and shall include sufficient detail to enable the Authority to fully consider the impact of the proposed Variation, including:

(a) a description of the proposed services and identification of proposed performance indicator(s) for inclusion in Annex 1 of Part A of Schedule 6 (Performance Measurement and Monitoring);

(b) details of the impact of the proposed Variation on the Services, plans and timetables previously agreed by the Parties and on the Supplier's ability to meet its other obligations under this Contract;

(c) full visibility and breakdown of any cost of implementing the proposed Variation, including any relevant supporting evidence, which is reasonably necessary for the Authority to substantiate and verify the proposed costs (including any relevant Open Book Data);

(d) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Contract Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

(e) a timetable for the implementation, together with any proposals for the testing of the Variation; and

(f) such other information as the Authority may reasonably request in (or in response to) the Variation request or an Impact Assessment.

15.4 The Parties may agree to adjust the time limits specified in the Variation Form to allow for the preparation of the Impact Assessment.

15.5 The receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Authority having regard to the nature of the Services and the proposed Variation.

15.6 Subject to Clause 15.8, in the event that:

(a) the Supplier is unable to agree to or provide the Variation; and/or

(b) the Parties are unable to agree a change to the Contract Charges that may be included in a request of a Variation or response to it as a consequence thereof,

the Authority may:

(c) agree to the performance of obligations under this Contract without the Variation; or

(d) terminate this Contract with immediate effect, except where the Supplier has already fulfilled part or all of the Services in accordance with this Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

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15.7 If the Parties agree the Variation, the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Contract.

15.8 A Party can only propose an adjustment of the Contract Charges in connection with Extension Period 1 or Extension Period 2, if it submits its proposed Variation to the Contract Charges to the other Party within twenty (20) Working Days after service of (in the case of Contract Charges payable during Extension Period 1) the Authority's notice of extension under Clause 4.2(a) or (in the case of Contract Charges payable during Extension Period 2) the Authority's notice of extension under Clause 4.2(b).

If the Parties cannot agree further to such proposed variation the Contract Charges to apply during:

(a) Extension Period 1 before the expiry of the Initial Period, the Authority may:

a. require by written notice to the Supplier before the end of the Initial Period that the Supplier continues to perform its obligations under this Contract during Extension Period 1 on the basis of the Contract Charges that applied during the final Payment Period of the Initial Period pending (where the Dispute Resolution Procedure is engaged by either or both Parties in respect of the issue of the Contract Charges to apply during Extension Period 1) resolution of such issue under the Dispute Resolution Procedure and the Supplier shall comply with such requirement; or

b. notify the Contractor in writing that the Authority is permitting the Contract to expire naturally at the end of the Initial Period; or

(b) Extension Period 2 before the expiry of Extension Period 1, the Authority may:

a. require by written notice to the Supplier before the end of Extension Period 1 that the Supplier continues to perform its obligations under this Contract during Extension Period 2 on the basis of the Contract Charges that applied during the final Payment Period of Extension Period 1 pending (where the Dispute Resolution Procedure is engaged by either or both Parties in respect of the issue of the Contract Charges to apply during Extension Period 2) resolution of such issue under the Dispute Resolution Procedure and the Supplier shall comply with such requirement; or

b. notify the Contractor in writing that the Authority is permitting the Contract to expire naturally at the end of Extension Period 1.

Legislative Change

15.9 The Supplier shall neither be relieved of its obligations under this Contract nor be entitled to an increase in the Contract Charges as the result of a:

(a) General Change in Law;

(b) Specific Change in Law where the effect of that Specific Change in Law on the Services is or was reasonably foreseeable at the Contract Commencement Date.

15.10 If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Clause 15.9(b)), the Supplier shall:

(a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including:

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a. whether any Variation is required to the provision of the Services, the Contract Charges or this Contract; and

b. whether any relief from compliance with the Supplier's obligations under this Contract is required, including any obligation imposed on the Supplier to avoid any Performance Failure(s); and

(b) provide to the Authority evidence:

a. that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors and each third party supplier;

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

c. (without limitation to Clause 15.10(b)a.) demonstrating that any costs savings incurred or likely to be incurred by the Supplier and/or each and any of the Sub-Contractors and/or any third party supplier(s) in respect of the provision of the Services as assessed with reference to the forecast costs stated in the Tender in respect of the delivery of the Services have been taken into account in amending the Contract Charges.

15.11 Any change in the Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 15.9(b)) shall be implemented in accordance with the Variation Procedure.

16 CONTRACT CHARGES AND PAYMENT

Contract Charges

16.1 In consideration of the Supplier carrying out its obligations under this Contract, including in respect of the provision of the Services, the Authority shall pay the undisputed Contract Charges in accordance with the terms specified in Schedule 3 (Contract Charges, Payment and Invoicing). For the avoidance of doubt this Clause 16 shall in no way operate to waive or limit the effect of Clause 5.1(b).

16.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 7 (Testing), 14 (Records, Audit Access and Open Book Data) and 26 (Security and Protection of Information).

16.3 If the Authority fails to pay any undisputed Contract Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

VAT

16.4 The Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a Valid Invoice.

16.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is/are levied, demanded or assessed on the Authority at any time (whether before or after the

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making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 16.5 (VAT) shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date, upon which the tax or other liability is payable by the Authority.

Retention and Set Off

16.6 The Authority may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Authority.

16.7 If the Authority wishes to exercise its right pursuant to Clause 16.6, it shall give notice to the Supplier within thirty (30) days after receipt of the relevant invoice, setting out the Authority's reasons for retaining or setting off the relevant Contract Charges.

16.8 The Supplier shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

Foreign Currency

16.9 Any requirement of Law to account for the Services in any currency other than Sterling (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Authority.

16.10 The Authority shall provide all reasonable assistance to facilitate compliance by the Supplier with Clause 16.9.

Income Tax and National Insurance Contributions

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

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

(b) indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Supplier or any Supplier Personnel.

16.12 In the event that any one of the Supplier Personnel is a Worker, and that particular Worker is liable to be taxed in the UK in respect of any consideration it receives relating to the Services, then the Supplier shall ensure that its contract with the Worker includes the following requirements:

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(a) that the Worker must comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration;

(b) that the Worker must comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions in respect of that consideration;

(c) that the Authority may, at any time during the Contract Period, request that the Worker provide information, which demonstrates how the Worker complies with the above requirements provided in Clauses 16.12(a) and 16.12(b), or why those requirements do not apply to the Worker. In such case, the Authority may specify the information, which the Worker must provide and the period, within which that information must be provided;

(d) that the Worker's contract may be terminated at the Authority's request, if:

a. the Worker fails to provide information requested by the Authority within the time specified by the Authority; and/or

b. the Worker provides information, which the Authority considers is inadequate to demonstrate how the Worker complies with requirements provided in Clauses 16.12(a) and/or 16.12(b) or confirms that the Worker is not complying with those requirements; and

(e) that the Authority may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue, for which they are responsible.

17 PROMOTING TAX COMPLIANCE

17.1 If, at any point during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

(a) notify the Authority in writing of such fact within five (5) Working Days after its occurrence; and

(b) promptly provide to the Authority:

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

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

17.2 In the event that the Supplier fails to comply with this Clause 17 and/or does not provide details of proposed mitigating factors, which in the reasonable opinion of the Authority are acceptable, then the Authority reserves the right to terminate this Contract for Default in accordance with Clause 33.2.

18 BENCHMARKING

18.1 Notwithstanding the Supplier's obligations under Clause 12 (Continuous Improvement), once every six (6) Months after the end of the second year after the Service Commencement Date, the Authority shall be entitled to benchmark:

(a) the Contract Charges; and/or

(b) the level of performance by the Supplier of the supply of the Services,

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against other suppliers providing services substantially the same as the Services during the Contract Period.

18.2 The Authority, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 18.1 above.

18.3 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Authority in order to undertake the benchmarking and such information requirements shall be at the discretion of the Authority.

18.4 Where, as a consequence of any benchmarking carried out by the Authority, the Authority decides improvements to the Services and/or reduction of the Contract Charges should be implemented, such improvements and/or reduction of the Contract Charges shall be implemented by way of the Variation Procedure, provided that such implementation will include transition and any other necessary costs (including licence fees) where such costs are reasonably incurred, but such implementation will only be implemented if the overall net cost to the Authority of the affected Services after the implementation will not increase.

19 KEY PERSONNEL

19.1 The Parties have agreed to the appointment of the Key Personnel. Part A of Schedule 4 (Supplier Personnel) lists the key roles (the **Key Roles**) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Contract Commencement Date.

19.2 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Contract Period.

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

19.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Schedule 10 (Exit Management)) unless:

(a) requested to do so by the Authority;

(b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

(c) the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by that person; or

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

19.5 Without limitation to the treatment of Performance Failures under this Contract, the Supplier shall:

(a) notify the Authority promptly of the absence of any Key Personnel (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);

(b) ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

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(c) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;

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

(e) ensure that any replacement for a Key Role:

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

b. is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced; and

(f) not, and shall procure that any Sub-Contractor shall not, remove or replace any Key Personnel during the Contract Period without Approval.

19.6 The Authority may require the Supplier to remove any Key Personnel that the Authority considers in any respect unsatisfactory. The Authority shall not be liable for the cost of replacing any Key Personnel.

20 SUPPLIER PERSONNEL

Supplier Personnel

20.1 The Supplier shall:

(a) provide a list of the names of all Supplier Personnel requiring admission to the Sites, specifying the capacity, in which they require admission and giving such other particulars as the organisation, to which the Sites relate (e.g. RRDN Partner in respect of their Sites or RRDN Host in respect of their Sites), may reasonably require;

(b) ensure that all Supplier Personnel:

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

b. are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards; and

c. obey all lawful instructions and reasonable directions of the Authority and provide the Services to the reasonable satisfaction of the Authority;

(c) comply with all reasonable requirements of the RRDN Hosts or RRDN Partners concerning conduct at their Sites;

(d) subject to Schedule 11 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;

(e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

(f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable, if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;

(g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and

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(h) procure that the Supplier Personnel shall vacate the Sites immediately upon the Expiry Date.

20.2 If the Authority reasonably believes that any of the Supplier Personnel is/are unsuitable to undertake work in respect of this Contract, it may:

(a) refuse admission to the relevant person(s) to the Sites; and/or

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

20.3 The decision of the Authority as to whether any person is to be refused access to the Sites shall be final and conclusive.

Relevant Convictions

20.4 For each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Authority owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

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

(b) conduct thorough questioning regarding any Relevant Convictions; and

(c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service,

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person, who has a Relevant Conviction or an inappropriate record.

21 STAFF TRANSFER

21.1 The Parties agree that:

(a) where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 11 (Staff Transfer) shall apply as follows:

a. where the Relevant Transfer involves the transfer of Transferring Authority Employees, Part A of Schedule 11 (Staff Transfer) shall apply;

b. where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Schedule 11 (Staff Transfer) shall apply;

c. where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Supplier Employees, Part A and Part B of Schedule 11 (Staff Transfer) shall apply; and

d. Part C of Schedule 11 (Staff Transfer) shall not apply;

(b) where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 11 (Staff Transfer) shall apply and Part A and Part B of Schedule 11 (Staff Transfer) shall not apply; and

(c) Part D of Schedule 11 (Staff Transfer) shall apply.

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22 SUPPLY CHAIN RIGHTS AND PROTECTION

Appointment of Sub-Contractors

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

(a) manage any Sub-Contractors in accordance with Good Industry Practice;

(b) comply with its obligations under this Contract in the delivery of the Services; and

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

22.2 Prior to sub-contacting any of its obligations under this Contract, the Supplier shall notify the Authority and provide the Authority with:

(a) the proposed Sub-Contractor's name, registered office and company registration number;

(b) the scope of any Services to be provided by the proposed Sub-Contractor; and

(c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-Contract has been agreed on "arm's-length" terms.

22.3 If requested by the Authority within ten (10) Working Days after receipt of the Supplier's notice issued pursuant to Clause 22.2, the Supplier shall also provide:

(a) a copy of the proposed Sub-Contract; and

(b) any further information reasonably requested by the Authority.

22.4 The Authority may, within ten (10) Working Days after its receipt of the Supplier's notice issued pursuant to Clause 22.2 (or, if later, receipt of any further information requested pursuant to Clause 22.3), object to the appointment of the relevant Sub-Contractor, if it considers that:

(a) the appointment of the proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests respectively of the Authority under this Contract;

(b) the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

(c) the proposed Sub-Contractor employs unfit persons,

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

22.5 If:

(a) the Authority has not notified the Supplier that the Authority objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days after its receipt of:

a. the Supplier's notice issued pursuant to Clause 22.2; and

b. any further information requested by the Authority pursuant to Clause 22.3; and

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(b) the proposed Sub-Contract is not a Key Sub-Contract, which shall require the written consent of the Authority in accordance with Clauses 22.6 to 22.9 (inclusive)(Appointment of Key Sub-Contractors),

the Supplier may proceed with the proposed appointment.

Appointment of Key Sub-Contractors

22.6 The Authority has consented to the engagement of the Key Sub-Contractors listed in Schedule 17 (Key Sub-Contractors).

22.7 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority (whose decision to consent or not shall not be unreasonably withheld or delayed). The Authority may reasonably withhold its consent to the appointment of a Key Sub-Contractor, if it considers that:

(a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

(b) the proposed Key Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or

(c) the proposed Key Sub-Contractor employs unfit persons.

22.8 The Supplier shall provide the Authority with the following information in respect of the proposed Key Sub-Contractor:

(a) the Key Sub-Contract price expressed as a percentage of the total projected Contract Charges over the Contract Period; and

(b) the credit rating of the Key Sub-Contractor as provided by Dun and Bradstreet.

22.9 Except where the Authority has given its prior written consent under Clause 22.6, the Supplier shall ensure that each Key Sub-Contract shall include:

(a) provisions, which will enable the Supplier to discharge its obligations under this Contract;

(b) a right under CRTPA for the Authority to enforce any provision(s) under the Key Sub-Contract, which confer(s) a benefit upon the Authority;

(c) a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;

(d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Authority or any Replacement Supplier;

(e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:

a. data protection and FOIA requirements set out in Clause 26;

b. the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 6.6(l) (Provision of Services);

c. the keeping of records in respect of the services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

d. the conduct of audits set out in Clause 14 (Records, Audit Access and Open Book Data);

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(f) provisions enabling the Supplier to terminate (wholly or partially) or suspend (wholly or partially) performance under the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 33 (Authority Termination Rights), 35 (Termination for Continuing Force Majeure Event), 36 (Partial Termination, Suspension and Partial Suspension) and 37 (Consequences of Expiry or Termination) of this Contract;

(g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Authority;

(h) a provision, where a provision in Schedule 11 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Authority, Former Supplier or the Replacement Supplier or (if more than one) Replacement Suppliers, as the case may be.

Supply Chain Protection

22.10 The Supplier shall ensure that all Sub-Contracts contain:

(a) a provision requiring the Supplier to pay any undisputed sums, which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice for the same; and

(b) a right for the Authority to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

22.11 The Supplier shall:

(a) pay any undisputed sums, which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice for the same; and

(b) include within the reports required under Schedule 21 (Governance) a summary of its compliance with this Clause 22.11, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

22.12 Notwithstanding any provision of Clauses 26.12 to 26.21 (inclusive)(Confidentiality) and 27 (Publicity and Branding), if the Supplier notifies the Authority that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days after receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

22.13 The Supplier shall take reasonable endeavours to ensure that all Sub-Contracts (which in this Clause 22.13 shall include any contract in the Supplier's supply chain entered into before the Contract Commencement Date made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract) contain provisions:

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

(b) requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract within 5 (five) Working Days after receiving an invoice;

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(c) providing that, if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 22.13(b), the invoice shall be regarded as valid and undisputed for the purpose of Clause 22.13(d) after expiry of the period referred to in Clause 22.13(b);

(d) requiring the Supplier or other party to pay any undisputed sums, which are due from it to the Sub-Contractor within a period not exceeding thirty (30) days after verifying that the invoice is valid and undisputed;

(e) giving the Authority a right to publish the Supplier's or other party's compliance with its obligation to pay undisputed invoices within the specified payment period; and

(f) requiring the Sub-Contractor to include a clause to the same effect as this Clause 22.13 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

Termination of Sub-Contracts

22.14 The Authority may require the Supplier to terminate:

(a) a Sub-Contract where:

a. the act(s) or omission(s) of the relevant Sub-Contractor has or have caused or materially contributed to the Authority's right of termination pursuant to any of the termination events in Clause 33 (Authority Termination Rights), except Clause 33.7; and/or

b. the relevant Sub-Contractor or its Affiliates embarrassed the Authority (or an RRDN Host or RRDN Partner) or the National Health Service (**NHS**) generally, or otherwise brought the Authority (or an RRDN Host or RRDN Partner) or the NHS generally into disrepute by engaging in any act or omission, which is reasonably likely to diminish the trust that the public places in the Authority (or an RRDN Host or RRDN Partner) or the NHS generally, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or

(b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

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

b. the Authority has not served its notice of objection within six (6) Months after the later of the date the Change of Control took place or the date, on which the Authority was given notice of the Change of Control.

Competitive Terms

22.15 If the Authority is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods and/or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Authority may require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Authority in respect of the relevant item.

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22.16 If the Authority exercises the option pursuant to Clause 22.15, then the Contract Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure.

Retention of Legal Obligations

22.17 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 22 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

23 AUTHORITY PROPERTY

23.1 Where the Authority issues Authority Property free of charge to the Supplier, such Authority Property shall be and remain the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Authority Property.

23.2 The Supplier shall not in any circumstances have a lien or any other interest on the Authority Property and at all times the Supplier shall possess the Authority Property as fiduciary agent and bailee of the Authority.

23.3 The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Authority Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and all other persons appointed or otherwise engaged by or on behalf of the Supplier in connection with the Services and shall, at the Authority's request, store the Authority Property separately and securely and ensure that it is clearly identifiable as belonging to the Authority.

23.4 The Authority Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within five (5) Working Days of receipt.

23.5 The Supplier shall maintain the Authority Property in good order and condition (excluding fair wear and tear) and shall use the Authority Property solely in connection with this Contract and for no other purpose without Approval.

23.6 The Supplier shall ensure the security of all the Authority Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with the Security Policy and the Authority's reasonable security requirements from time to time.

23.7 The Supplier shall be liable for all loss of, or damage to, the Authority Property, (excluding fair wear and tear), unless such loss or damage was solely caused by an Authority Cause. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in or losses or damage occurring to the Authority Property.

24 SUPPLIER EQUIPMENT

24.1 The Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

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24.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier.

24.3 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract.

24.4 The Supplier shall maintain all Supplier Equipment within the Sites in a safe, serviceable and clean condition.

24.5 The Supplier shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:

(a) remove from the Sites any Supplier Equipment or any component part of Supplier Equipment, which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with this Contract; and

(b) replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

25 INTELLECTUAL PROPERTY RIGHTS

Allocation of title to IPR

25.1 Save as expressly granted elsewhere under this Contract:

(a) the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:

a. the Supplier Background IPR;

b. the Third Party IPR; and

c. the Supplier Foreground IPR; and

(b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including the:

a. Authority Background IPR; and

b. Authority Data.

25.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 25.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

25.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

Licences granted by the Supplier: Supplier Foreground IPR

25.4 The Supplier hereby grants to the Authority, or shall procure the direct grant to the Authority of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use the Supplier Foreground IPR, including, but not limited to, the right to copy, adapt, publish and distribute such Supplier Foreground IPR.

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Licences granted by the Supplier: Supplier Background IPR

25.5 The Supplier hereby grants to the Authority a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or, if the Authority is a Central Government Body, any other Central Government Body's) business or function.

25.6 At any time during the Contract Period or following the Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 25.5 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties), if there is an Authority Cause, which constitutes a material breach of the terms of Clauses 25.5, which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy.

25.7 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 25.6, the Authority shall:

(a) immediately cease all use of the Supplier Background IPR;

(b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that, if the Supplier has not made an election within six (6) Months after the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and

(c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing Supplier Background IPR.

Authority's right to sub-license

25.8 The Authority shall be freely entitled to sub-license the rights granted to it pursuant to Clause 25.4 (Licences granted by the Supplier: Supplier Foreground IPR).

25.9 The Authority may sub-license:

(a) the rights granted under Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier), provided that:

a. the sub-licence is on terms no broader than those granted to the Authority; and

b. the sub-licence only authorises the third party to use the rights licensed in Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR) for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or, if the Authority is a Central Government Body, any other Central Government Body's) business or function; and

(b) the rights granted under Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Supplier Foreground IPR, provided that the sub-licence is on terms no broader than those granted to the Authority.

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The Authority's right to assign / novate licences

25.10 The Authority:

(a) shall be entitled freely to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause 25.4 (Licences granted by the Supplier: Supplier Foreground IPR); and

(b) may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR) to:

a. a Central Government Body; or

b. any body (including any private sector body), which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.

25.11 Where the Authority is a Central Government Body, any change in the legal status of the Authority, which means that it ceases to be a Central Government Body, shall not affect the validity of any licence granted in Clause 25.4 (Licences granted by the Supplier: Supplier Foreground IPR) and/or Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR). If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licences granted in Clause 25.4 (Licences granted by the Supplier: Supplier Foreground IPR) and Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR).

25.12 If a licence granted in Clause 25.4 (Licences granted by the Supplier: Supplier Foreground IPR) and/or Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR) is novated under Clause 25.10(b) or there is a change of the Authority's status pursuant to Clause 25.11 (both such bodies being referred to as the **Transferee**), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Authority.

Third Party IPR

25.13 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Authority on terms at least equivalent to those set out in Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR) and Clauses 25.10 to 25.12 (inclusive)(Authority's right to assign/novate licences). If the Supplier cannot obtain for the Authority a licence materially in accordance with the licence terms set out in Clause 25.5 (Licences granted by the Supplier: Supplier Background IPR) and Clauses 25.10 to 25.12 (inclusive)(Authority's right to assign/novate licences) in respect of any such Third Party IPR and in respect of any licence to use Open Source Software to which the Authority has consented to in accordance with Clause 25.14, the Supplier shall:

(a) notify the Authority in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers, which the Supplier could seek to use; and

(b) only use such Third Party IPR, if the Authority Approves the terms of the licence from the relevant third party.

25.14 The Supplier shall not use Open Source Software in the provision of the Services without the Authority's Approval (on a case by case basis and with reference to the relevant Open Source Software licensing terms). The Authority's Approval to Open Source Software may be given by email by Mr Justin Riordan-Jones (or any

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substitute nominated in writing by the Authority to the Supplier) on behalf of the Authority. The Supplier shall maintain an up-to-date list of all Open Source Software that has been Approved and used in the provision of the Deliverables and Services. From time to time, the Parties may agree to revise Schedule 20 (List of Supplier and Third Party IPRs) to capture all Approved Open Source Software.

25.15 If the Authority Approves the Supplier's use of certain Open Source Software in accordance with Clause 25.14, the Supplier shall:

(a) comply with the terms of any such Open Source Software licence in the development of the relevant Deliverables and Services;

(b) notify the Authority of any component of the Deliverables and Services that may require submission to the Open Source Software community and the Supplier shall be responsible for submission of the same to the Open Source Software community;

(c) not supply source code for the Open Source Software, unless otherwise required under terms of the relevant Open Source Software licence; and

(d) from time to time provide details of the location, from which source code for the Open Source Software may be obtained.

25.16 The Authority shall comply with the relevant licensing terms in connection with the use of Open Source Software, which has been Approved by the Authority.

25.17 The Authority acknowledges and accepts that:

(a) its rights to use the Open Source Software are solely as set out in the relevant Open Source Software licences;

(b) the Deliverables and Services developed by the Supplier using Open Source Software shall be subject to the terms and conditions of the relevant Open Source Software licence; and

(c) subject to Clause 25.18, the Supplier does not grant any warranties other than those set out in the relevant Open Source Software licence.

25.18 The Supplier shall exercise due skill and care in the selection and integration of the Open Source Software and shall comply with its obligations under the relevant Open Source Software licence. Any Intellectual Property Rights developed by the Supplier using the Open Source Software shall be subject to the provisions of Clause 3 (Representations and Warranties) and Clause 6 (Services).

Licence granted by the Authority

25.19 The Authority hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Authority Background IPR and the Authority Data solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors, provided that:

(a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clauses 26.12 to 26.21 (inclusive); and

(b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Authority.

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Exit

25.20 All licences and sub-licences granted by the Supplier or any third party pursuant to or as contemplated by Clauses 25.4 to 25.10 (inclusive) shall survive the Expiry Date.

25.21 The Supplier shall, if requested by the Authority in accordance with Schedule 10 (Exit Management) and at the Supplier's cost, grant (or procure the grant) to any Replacement Supplier(s) of a licence to use any Supplier Background IPR, Supplier Foreground IPR and/or Third Party IPR on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the Authority in respect of the relevant IPRs pursuant to or as contemplated by this Clause 25 subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

25.22 All licences and sub-licences granted by the Authority pursuant to Clause 25.19 (Licence granted by the Authority) shall, subject to the operation of paragraph 8 of Schedule 10, terminate automatically on the Expiry Date and the Supplier shall:

(a) immediately cease all use of the Authority Background IPR and the Authority Data (as the case may be);

(b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority Background IPR and the Authority Data, provided that, if the Authority has not made an election within six (6) Months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Authority Background IPR and the Authority Data (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Authority Background IPR and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Authority Background IPR and/or Authority Data.

IPR Indemnity

25.23 The Supplier shall at times during and after the Contract Period indemnify the Authority against all Losses incurred by, awarded against or agreed to be paid by the Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim. The Authority shall enforce this indemnity by issuing a written demand to the Supplier at the relevant time.

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

(a) procure for the Authority the right to continue using the relevant item, which is subject to the IPR Claim; or

(b) replace or modify the relevant item with non-infringing substitutes provided that:

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

b. the replaced or modified item does not have an adverse effect on any Service(s);

c. there is no additional cost to the Authority; and

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

25.25 If the Supplier elects to procure a licence in accordance with Clause 25.24(a) or to modify or replace an item pursuant to Clause 25.24(b), but this has not avoided or resolved the IPR Claim, then:

(a) the Authority may terminate this Contract by written notice with immediate effect in accordance with Clause 33.2; and

(b) without prejudice to the indemnity set out in Clause 25.23, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute services including the additional costs of procuring, implementing and maintaining the substitute items.

Third party software

25.26 The Authority acknowledges that the Supplier has standard third party licence agreements with suppliers listed in Schedule 20 and the Authority agrees not to unreasonably withhold its consent to the use of such third party licence agreements in connection with the Services, notwithstanding the relevant agreements do not in all respects comply with Clauses 22.1 and 25.13.

26 SECURITY AND PROTECTION OF INFORMATION

Security Requirements

26.1 The Supplier shall comply with the Security Policy and the requirements of Schedule 8 (Security), including the Security Management Plan, and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

26.2 The Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.

26.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Services, it may propose a Variation to the Authority. In doing so the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Contract Charges shall be subject to the operation of the Variation Procedure.

Protection of Authority Data

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

26.5 The Supplier shall not store, copy, disclose or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise Approved by the Authority.

26.6 To the extent that the Authority Data is/are held and/or Processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority and in the format (if any) specified by the Authority and in any event as specified by the Authority from time to time in writing.

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26.7 The Supplier shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data.

26.8 The Supplier shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with the BCDR Plan. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request and are delivered to the Authority at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).

26.9 The Supplier shall ensure that any system, on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan.

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

26.11 If the Authority Data are corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Authority may:

(a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of the Authority Data to the extent and in accordance with the requirements specified in Schedule 9 (Business Continuity and Disaster Recovery) or as required by the Authority and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Authority's notice; and/or

(b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent of and in accordance with the requirements specified in Schedule 9 (Business Continuity and Disaster Recovery) or as required by the Authority.

Confidentiality

26.12 For the purposes of this Clause 26, the term **Disclosing Party** shall mean a Party, which discloses or makes available directly or indirectly its Confidential Information and **Recipient** shall mean the Party, which receives or obtains directly or indirectly Confidential Information.

26.13 Except to the extent set out in this Clause 26 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:

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

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

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

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

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

(a) the Recipient is required to disclose the Confidential Information by Law, provided that Clauses 26.25 and 26.26 shall apply to disclosures required under the FOIA or the EIRs;

(b) (where the Recipient is the Authority) the need for such disclosure arises out of or in connection with:

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

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

c. the conduct of a Central Government Body review in respect of this Contract; or

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

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

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

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

(b) its professional advisers for the purposes of obtaining advice in relation to this Contract.

26.17 Where the Supplier discloses Confidential Information of the Authority pursuant to this Clause 26, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

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

(a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;

(b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;

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

(d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clauses 26.18(a) to 26.18(c) (inclusive) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

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(e) on a confidential basis for the purpose of the exercise of its rights under this Contract; or

(f) to a proposed transferee, assignee or novatee of, or successor in title to, the Authority,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under Clauses 26.12 to 26.21 (inclusive).

26.19 To prevent the misuse of any Authority's Confidential Information (including the use of such Confidential Information other than for the purposes anticipated under this Contract), the Supplier shall, without limitation to its other obligations under this Clause 26.19, implement appropriate internal safeguards and confidentiality protection protocols (**Information Barrier Procedures**). The Information Barrier Procedures shall be set out in writing in a procedure document, which shall be circulated regularly to all relevant Supplier Personnel and shall be promptly made available to the Authority on request. The Information Barrier Procedures shall include:

(a) separating the Supplier Personnel from the Supplier's other personnel, who are not involved in the provision of the Services, (**Supplier Other Personnel**) in different parts of the Supplier's premises from those, in which the Services are provided;

(b) restricting the Supplier Personnel from disclosing any Authority's Confidential Information to any of the Supplier Other Personnel;

(c) restricting the Supplier Other Personnel from being present, physically or through technology, at any meeting, conference, discussion or proceeding, at which the Authority's Confidential Information is available or being discussed;

(d) ensuring that each of the Supplier Personnel has signed a document, in which they acknowledge receipt of, and agree to comply with, the Information Barrier Procedures. A copy of such document shall be promptly made available to the Authority on request;

(e) separating any files and documents in an electronic or hard copy format relating to the provision of the Services and containing Authority's Confidential Information (**Inside Files**) from any other files and documents relating to the Supplier's other business dealings;

(f) ensuring that any Inside Files are stored in a safe physical or electronic place, depending on the type of Inside Files, and are only accessible by the Supplier Personnel;

(g) restricting the Supplier Other Personnel from accessing Inside Files that contain Authority's Confidential Information and, accordingly, preventing the Supplier Personnel from making Inside Files accessible to the Supplier Other Personnel;

(h) ensuring that all Inside Files that are in an electronic format are password protected and that only the Supplier Personnel are aware of the relevant passwords, which shall be routinely updated;

(i) ensuring that the Supplier Personnel mark emails relating to the provision of the Services as confidential;

(j) ensuring that the Supplier Personnel are given access to the Authority's Confidential Information only for the purposes of performing their duties under

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this Contract and discharging the Supplier's legal obligations and only use such Confidential Information for such purposes; and

(k) requiring the Supplier to appoint one of the Supplier Personnel (the **Information Barrier Compliance Officer**), who shall monitor and ensure that the Supplier complies with the provisions of this Clause 26.19 in full, and such Information Barrier Compliance Officer shall promptly report any suspected or actual breaches of this Clause 26.19 to the Authority in writing.

26.20 Nothing in this Clause 26 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Contract in the course of its normal business to the extent that this use: (i) does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights; and (ii) is not in breach of Clause 26.19.

26.21 In the event that the Supplier fails to comply with Clauses 26.13 to 26.19 (inclusive), the Authority reserves the right to terminate this Contract on the basis of such Default in accordance with Clause 33.2.

Transparency

26.22 The Parties acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall determine whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Authority may consult with the Supplier to inform its decision regarding any redactions, but shall have the final decision in its absolute discretion.

26.23 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Authority to publish this Contract in its entirety (but with any information, which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Contract agreed from time to time.

26.24 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

Freedom of Information

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

(a) provide all necessary assistance and cooperation as reasonably requested by the Authority, any RRDN Host(s) or any RRDN Partner(s) (as the case may be) to enable the Authority, RRDN Host(s) or RRDN Partner(s) (as the case may be) to comply with its Information disclosure obligations under the FOIA and EIRs;

(b) provide the Authority with full details of all Requests for Information relating to this Contract that the Supplier receives as soon as practicable and in any event within two (2) Working Days of receipt;

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

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(d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority. The Authority shall authorise a direct response by the Supplier where a failure to respond directly would place the Supplier in breach of its own obligations under the FOIA and the EIR, provided that the Supplier shall have due regard to any comments and directions provided by the Authority in a timely manner and act in accordance with its obligations to it under this Contract.

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

Protection of Personal Data

26.27 The Parties acknowledge that for the purposes of the Data Protection Legislation and of this Contract the Authority is the Controller and the Supplier is the Processor, unless otherwise specified in Schedule 23 (Processing, Personal Data and Data Subjects). The only Processing that the Processor is authorised by the Authority to do is listed in Schedule 23 (Processing, Personal Data and Data Subjects) and may not be determined by the Processor.

26.28 The Processor shall notify the Controller immediately, if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

26.29 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such reasonable assistance may, at the discretion of the Authority, include:

(a) a systematic description of the envisaged Processing operations and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing operations 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.

26.30 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Schedule 23 (Processing, Personal Data and Data Subjects), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, including in the case of the Supplier the measures set out in Clause 26.1, which the Controller may reasonably reject

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(but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

a. nature of the data to be protected;

b. harm that might result from a Data Loss Event;

c. state of technological development; and

d. cost of implementing any measures;

(c) ensure that:

a. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Schedule 23 (Processing, Personal Data and Data Subjects));

b. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data; and

c. all Processor Personal:

i. are aware of and comply with the Processor's duties under Clauses 26.27 to 26.40 (inclusive) and Clause 26.1;

ii. are subject to appropriate confidentiality undertakings with the Processor or any Sub-Processor;

iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and

iv. have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) where the Personal Data are subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

a. the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018) or the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as determined by the Controller, which could include relevant parties entering into the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's SCCs as published by the Information Commissioner's Office, as well as any additional measures determined by the Controller;

b. the Data Subject has enforceable rights and effective legal remedies;

c. 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

d. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

(e) where the Personal Data are subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

a. the transfer is in accordance with Article 45 of the EU GDPR or the Controller or the Processor has provided appropriate safeguards in relation

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to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller, which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;

b. the Data Subject has enforceable rights and effective legal remedies;

c. the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

d. 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

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

26.31 Subject to clause 26.32, the Processor shall notify the Controller immediately, if it:

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

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either 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 this 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 Data Loss Event.

26.32 The Processor's obligation to notify under Clause 26.31 shall include the provision of further information to the Controller in phases, as details become available.

26.33 Taking into account the nature of Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 26.31 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

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

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

(d) assistance as requested by the Controller following any Data Loss Event; and/or

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

26.34 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with Clauses 26.27 to 26.40 (inclusive). 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

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

26.35 The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor on reasonable written notice and during normal business hours.

26.36 The Processor shall designate a Data Protection Officer, if required by the Data Protection Legislation.

26.37 Before allowing any Sub-Processor to Process any Personal Data related to this Contract, the Processor must:

(a) notify the Controller in writing of the intended Sub-Processor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-Processor, which gives effect to the terms set out in Clauses 26.27 to 26.40 (inclusive) such that they apply to the Sub-Processor; and

(d) provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.

26.38 The Processor shall remain fully liable for all acts or omissions of any of its Sub-Processors.

26.39 The Controller may, at any time on not less than 30 Working Days' notice, revise Clauses 26.27 to 26.40 (inclusive) by replacing them 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 this Contract).

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

27 PUBLICITY AND BRANDING

27.1 The Supplier shall not:

(a) make any press announcements or publicise this Contract in any way; or

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(b) use the Authority's name or brand in any promotion or marketing or announcement of work orders and/or Authority Emergent Services,

without Approval (the decision of the Authority to Approve or not shall not be unreasonably withheld or delayed).

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

28 LIABILITY

Unlimited Liability

28.1 Neither Party excludes or limits its liability under or in connection with this Contract:

(a) for death or personal injury caused by its negligence or that of its employees, agents or Sub-Contractors (as applicable);

(b) for bribery or Fraud by it or its employees;

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

(d) to the extent that such liability cannot be excluded or limited by Law.

Financial Limits

28.2 Subject to Clause 28.1 (Unlimited Liability) and Clause 28.5 (Recoverable Losses), the Supplier's total aggregate liability in respect of all other Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Supplier shall in no event exceed:

(a) in relation to Defaults occurring in the first Contract Year, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred per cent (100%) of the Contract Charges paid and/or due to be paid to the Supplier under this Contract in the first Contract Year;

(b) in relation to Defaults occurring during any subsequent Contract Year, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred per cent (100%) of the Contract Charges paid and/or due to be paid to the Supplier under this Contract in that subsequent Contract Year; and

(c) in relation to Defaults occurring after the end of the Contract Period, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred per cent (100%) of the Contract Charges paid and/or due to be paid to the Supplier in the 12 Month period immediately prior to the last day of the Contract Period.

28.3 Subject to Clause 28.1 (Unlimited Liability) and without prejudice to the Authority's obligation to pay the undisputed Contract Charges as and when they fall due for payment in accordance with this Contract, the Authority's total aggregate liability in respect of all Losses incurred by the Supplier as a result of the Authority's exercise of any or all of its rights under Clause 36 (Partial Termination, Suspension or Partial Suspension) and as a result of:

(a) the termination of the whole of this Contract under Clause 33.7 (Termination without Cause); or

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(b) the termination of the whole of this Contract under Clause 34 (Supplier Termination Rights),

shall be limited to one million pounds (£1,000,000).

Non-recoverable Losses

28.4 Subject to Clause 28.1 (Unlimited Liability) and Clause 28.5 (Recoverable Losses), neither Party shall be liable to the other Party for any:

(a) indirect, special or consequential Loss;

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

Recoverable Losses

28.5 The Supplier acknowledges that, notwithstanding any other provision of this Contract, the Authority may, amongst other things, recover from the Supplier in full:

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

(b) any wasted expenditure or charges;

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

(d) any compensation or interest paid to a third party by the Authority;

(e) any fine, penalty or costs incurred by the Authority pursuant to Law;

(f) any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time (whether before or after the making of a demand pursuant to the indemnity in Clause 16.5) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract;

(g) any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity in Clause 16.11 in connection with the provision of the Services by the Supplier or any Supplier Personnel;

(h) any amount recoverable under any insurance taken out and maintained by or on behalf of the Supplier under or in connection with this Contract;

(i) any and all Losses incurred by, awarded against or agreed to be paid by the Authority (whether before or after the making of the demand pursuant to the indemnity in Clause 25.23) arising from any IPR Claim(s);

(j) any and all Losses incurred by the Authority arising from any breach(es) by the Supplier of the Supplier's respective obligations in any or all of Clause 26.1, Clauses 26.4 to 26.11 (inclusive), Clauses 26.12 to 26.21 (inclusive) or Clauses 26.27 to 26.40 (inclusive);

(k) any amount recoverable by the Authority from the Supplier under any and all of the indemnities set out in Schedule 11.

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Miscellaneous

28.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract.

28.7 For the avoidance of doubt the organisations comprising the Supplier shall be jointly and severally liable with regard to the performance by the Supplier of any and all of its obligations under the Contract and in respect of any Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Supplier.

29 INSURANCE

29.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Contract in accordance with Schedule 15 (Insurance Requirements).

29.2 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Contract.

30 AUTHORITY REMEDIES FOR DEFAULT

Remedies

30.1 Without prejudice to any other right or remedy of the Authority (howsoever arising), if the Supplier commits any Default of this Contract, then the Authority may (whether or not any part of the Services has been Delivered) do any of the following:

(a) at the Authority's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the Authority's instructions;

(b) instruct the Supplier to comply with the Rectification Plan Process; or

(c) step-in to itself supply or procure a third party to supply (in whole or in part) the Services.

30.2 Where the Authority exercises any of its step-in rights under Clause 30.1(c), the Authority shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Authority (including any reasonable administration costs) in respect of the supply of any part of the Services by the Authority or a third party and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

Rectification Plan Process

30.3 If:

(a) the Authority has in accordance with Clause 30.1(b) instructed the Supplier to comply with the Rectification Plan Process;

(b) a Performance Failure Level 1 and/or a Performance Failure Level 2 occur(s);

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(c) one or more Performance Failure(s) Level 3 occur(s) and the Authority notifies the Supplier in writing requiring it to comply with the Rectification Plan Process in respect of such failure(s) (such notification being without prejudice to the Authority's rights and remedies provided in (without limitation) Clause 33.2); and/or

(d) the Supplier's compliance with the Rectification Plan Process is otherwise required under this Contract,

the Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within five (5) Working Days (or such other period as may be agreed between the Parties) after the date of the Authority's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Authority's request for a draft Rectification Plan or that that Default has occurred. The draft Rectification Plan shall set out:

a. full details of the Default, which has occurred, including a root cause analysis;

b. the actual or anticipated effect of the Default; and

c. 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).

30.4 The Supplier shall promptly provide to the Authority any further documentation that the Authority requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 5 of Schedule 12 (Dispute Resolution Procedure).

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

(a) is insufficiently detailed to be capable of proper evaluation;

(b) will take too long to complete;

(c) will not prevent reoccurrence of the Default; and/or

(d) will rectify the Default but in a manner, which is unacceptable to the Authority.

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

30.7 If the Authority consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

Warning Notice

30.8 If a Performance Failure Level 2 occurs at any time, the Authority may (subject to Clause 31) serve a written notice on the Supplier:

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(a) specifying that such notice is a formal warning notice;

(b) giving reasonable details of the relevant Performance Failure Level 2, which shall have occurred; and

(c) stating that the failure is a failure, which, if it continues beyond thirty (30) days or recurs at any time or times in the sixty (60) day period commencing on the date of such notice will constitute a Persistent Performance Failure entitling the Authority to terminate this Contract in accordance with its terms,

and the Authority's Director of Science, Research and Evidence Directorate and the Supplier's Accountable Officer shall promptly meet to discuss and agree next steps in respect of the Services.

30.9 If on or following service of such a warning notice the Performance Failure Level 2 specified in such notice continues beyond thirty (30) days or recurs at any time or times in the sixty (60) period commencing on the date of such notice (such continuing or recurring failure being a **Persistent Performance Failure**), the Authority may terminate this Contract in accordance with Clause 33.2.

31 SUPPLIER RELIEF DUE TO AUTHORITY CAUSE

31.1 If the Supplier has failed to comply with its obligations under this Contract (such failure being a **Supplier Non-Performance**) and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in Clause 11 (Supplier Notification of Authority Cause)) to the exclusion of any and all other rights and remedies of the Supplier under or in connection with this Contract, which would arise, but for this Clause 31.1:

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

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

a. issue a warning notice in respect of any such non-performance, where and to the extent that it constitutes a recurring Performance Failure Level 2, pursuant to Clause 30.8; or

b. terminate this Contract pursuant to Clause 33 (Authority Termination Rights) except Clause 33.7 (Termination Without Cause).

31.2 In order to claim any of the rights and/or relief referred to in Clause 31.1, the Supplier shall:

(a) comply with its obligations under Clause 11 (Notification of Authority Cause); and

(b) within ten (10) Working Days after becoming aware that an Authority Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Authority notice (a **Relief Notice**) setting out details of:

a. the Supplier Non-Performance;

b. the Authority Cause and its effect on the Supplier's ability to meet its obligations under this Contract; and

c. the relief claimed by the Supplier.

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

31.4 Without prejudice to Clause 6.10 (Continuing obligation to provide the Services), if a Dispute arises as to:

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

(b) the nature and/or extent of the relief claimed by the Supplier,

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

32 FORCE MAJEURE

32.1 Subject to the remainder of this Clause 32 (and, in relation to the Supplier, subject to its compliance with its obligations in Clause 9 (Business Continuity and Disaster Recovery)), a Party may claim relief under this Clause 32 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract, which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

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

32.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 32 or terminate this Contract pursuant to Clause 35 to the extent that consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated by any of the provision of any Services, including the BCDR Services, but the Supplier has failed to do so; and/or

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

32.4 Subject to Clause 32.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable, in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

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

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32.6 Where, as a result of a Force Majeure Event, subject to Clause 32.3:

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

a. the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and

b. the Supplier shall not be liable for any Default and the Authority shall not be liable for any Authority Cause arising as a result of such failure;

(b) the Supplier fails to perform its obligations in accordance with this Contract:

a. the Authority shall not be entitled during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 30.1(c) as a result of such failure; and

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

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

32.8 Relief from liability for the Affected Party under this Clause 32 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 32.7.

33 AUTHORITY TERMINATION RIGHTS

Termination in Relation to Guarantee

33.1 If this Contract becomes conditional on the Supplier forming a single legal entity and procuring a Guarantee pursuant to Clause 42.2, the Authority may without liability for any Losses suffered or incurred by the Supplier and/or any Sub-Contractor terminate this Contract by issuing a Termination Notice to the Supplier where:

(a) the Guarantor withdraws the Guarantee for any reason whatsoever and the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority within the period of time specified by the Authority;

(b) the Guarantor is in breach or anticipatory breach of the Guarantee and the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority within the period of time specified by the Authority;

(c) an Insolvency Event occurs in respect of the Guarantor and the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority within the period of time specified by the Authority;

(d) the Guarantee becomes invalid or unenforceable for any reason whatsoever and the Guarantee (as applicable) is not replaced by an alternative guarantee

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agreement acceptable to the Authority within the period of time specified by the Authority; or

(e) the Supplier fails to provide the Guarantee and accompanying documentation required by Clause 42.2.

Supplier Fault Based Termination

33.2 Subject to Clause 31, the Authority may without liability for any Losses suffered or incurred by the Supplier and/or any Sub-Contractor terminate this Contract for Default by issuing a Termination Notice to the Supplier where:

(a) the circumstances specified in Regulation 73(1)(b) of the Regulations (or (where the Regulations are replaced) any replacement provision(s) having equivalent effect to Regulation 73(1)(b)) have arisen in respect of the Supplier;

(b) the representation and warranty given by the Supplier pursuant to Clause 3.2(e) (Representations and Warranties) are materially untrue or misleading and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable;

(c) the Supplier fails to Deliver all of the Strategies (such documents to be prepared with due regard for the requirements set out in paragraph 2.9 of Schedule 2) on or before 23:59 (London time) on the final Working Day in the fourteenth Month immediately following the Contract Commencement Date (and for the purposes of this Clause 33.2(c) the Month, in which the Contract Commencement Date occurs, shall be the first Month of such fourteen Month period);

(d) as a result of any Default(s), the Authority incurs Losses in any Contract Year, which exceed 80% of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clause 28.2;

(e) a Performance Failure Level 3 occurs or Performance Failures Level 3 occur;

(f) a Persistent Performance Failure occurs or Persistent Performance Failures occur;

(g) where the Authority expressly reserves the right under this Contract to terminate on the basis of any Default or on any other basis, including pursuant to any of the following Clauses:

a. Clause 10.4 (Disruption);

b. Clause 17 (Promoting Tax Compliance);

c. Clause 25.25(a) (Intellectual Property Rights);

d. Clause 26.21 (Confidentiality);

e. Clause 39 (Compliance); and

f. Clause 43.6(b) (Prevention of Fraud and Bribery),

and the event or circumstance giving rise to that right has arisen;

(h) the Supplier commits any Default (other than a Performance Failure Level 3 or a Persistent Performance Failure), which is not, in the reasonable opinion of the Authority, capable of remedy; and/or

(i) the Supplier commits a Default (other than a Performance Failure Level 3 or a Persistent Performance Failure), which in the opinion of the Authority is remediable, but has not remedied such Default to the satisfaction of the Authority in accordance with the Rectification Plan Process,

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

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Termination in Relation to Financial Standing

33.3 The Authority may without liability for any Losses suffered or incurred by the Supplier and/or any Sub-Contractor terminate this Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Authority there is a material detrimental change in the financial standing and/or the credit rating of the Supplier or any of the organisations comprising the Supplier, which:

(a) adversely impacts on the Supplier's ability to supply the Services under this Contract; or

(b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Contract,

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

Termination on Insolvency

33.4 The Authority may without liability for any Losses suffered or incurred by the Supplier and/or any Sub-Contractor terminate this Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier and/or any of the organisations comprising the Supplier occurs and this Contract shall immediately terminate on the date specified in the Termination Notice.

Termination on Change of Control

33.5 The Supplier shall notify the Authority immediately, if any of the organisations comprising the Supplier are intending to undergo, undergoes or have undergone a Change of Control and provided this does not contravene any Law, shall notify the Authority immediately in writing of any circumstances suggesting and/or explaining that a Change of Control is planned or is in contemplation or has taken place.

33.6 The Authority may without liability for any Losses suffered or incurred by the Supplier and/or any Sub-Contractor terminate this Contract immediately by issuing a Termination Notice to the Supplier within six (6) Months of:

(a) being notified in writing that a Change of Control is planned or in contemplation or has occurred; or

(b) where no notification has been made, the date that the Authority becomes aware that a Change of Control is planned or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

Termination Without Cause

33.7 The Authority may terminate this Contract without cause at any time by issuing a Termination Notice to the Supplier giving at least six (6) Months' written notice, which notice cannot be served before the end of the first anniversary of the Service Commencement Date.

Termination in Relation to Variation

33.8 The Authority may, where the exception specified in Clause 15.6(d) does not apply, without liability for any Losses suffered or incurred by the Supplier and/or any Sub-

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Contractor terminate this Contract immediately by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier failing to implement a Variation in accordance with the Variation Procedure.

Termination (Regulation 73(1)(a) of the Regulations or Equivalent Replacement Provisions)

33.9 The Authority may without liability for any Losses suffered or incurred by the Supplier and/or any Sub-Contractor terminate this Contract by issuing a Termination Notice giving at least three (3) Months' written notice where the Contract has been subject to a substantial modification, which would have required a new procurement procedure in accordance with Regulation 72(9) of the Regulations (or (where the Regulations are replaced) any replacement provision(s) having equivalent effect to Regulation 72(9)).

34 SUPPLIER TERMINATION RIGHTS

Termination for Failure to Pay

34.1 The Supplier may, by issuing a Termination Notice to the Authority, terminate this Contract, if the Authority fails to pay an undisputed sum due to the Supplier under this Contract, which in aggregate exceeds a sum equal to one (1) Month's average Contract Charges (such average to be calculated at the time of issue of the Termination Notice) and such amount remains outstanding forty (40) Working Days after the receipt by the Authority of a written notice of non-payment from the Supplier specifying:

(a) the Authority's failure to pay;

(b) the correct overdue and undisputed sum;

(c) the reasons why the undisputed sum is due;

(d) the requirement on the Authority to remedy the failure to pay; and

(e) a warning to the Authority that failure to pay may trigger the Supplier's right to terminate the Contract under this Clause 34.1.

34.2 If the Supplier exercises its right provided in Clause 34.1 in accordance with its terms, this Contract shall terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under this Contract including Clause 16.6 (Retention and Set off).

35 TERMINATION FOR CONTINUING FORCE MAJEURE EVENT

35.1 Subject to Clause 32.3, either Party may terminate this Contract by issuing a Termination Notice to the other, if a Force Majeure Event endures for a continuous period of more than ninety (90) days and this Contract shall terminate on the date specified in the Termination Notice.

36 PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

36.1 Where the Authority has the right to terminate this Contract, the Authority shall be entitled to terminate or suspend all or part of this Contract, provided always that, if the Authority elects to terminate or suspend this Contract in part, the parts of

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this Contract not terminated or suspended can, in the Authority's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Contract.

36.2 Any suspension of this Contract under Clause 36.1 shall be for such period as the Authority may specify and without prejudice to any right of termination, which has already accrued, or subsequently accrues, to the Authority.

36.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the Variation Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Contract Charges, provided that the Supplier shall not be entitled to:

(a) any Losses or an increase in the Contract Charges in respect of the provision of the Services that have not been terminated, if the partial termination arises due to the exercise of any of the Authority's termination rights under Clause 33 (Authority Termination Rights) except Clause 33.7 (Termination Without Cause); or

(b) reject the Variation.

37 CONSEQUENCES OF EXPIRY OR TERMINATION

Consequences of termination under Clauses 33.1 (Termination in Relation to Guarantee), 33.2 (Termination on Default), 33.3 (Termination in Relation to Financial Standing), 33.6 (Termination on Change of Control) and 33.8 (Termination in Relation to Variation)

37.1 Where the Authority:

(a) terminates (in whole or in part) this Contract under any of the Clauses referred to immediately above in the title to this Clause 37; and

(b) then makes other arrangements for the supply of the Services (or any of them),

the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period, provided that the Authority shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Authority to the Supplier until the Authority has established the final cost of making those other arrangements.

Consequences of termination under Clause 33.7 (Termination without Cause)

37.2 Where the Authority terminates this Contract under Clause 33.7 (Termination without Cause), the Authority shall, subject to Clauses 28.3 and 37.3, indemnify the Supplier against any reasonable and proven Losses, which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Authority may require, reasonably and actually incurred by the Supplier as a result of termination under Clause 33.7 (Termination without Cause).

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37.3 The Authority shall not be liable under Clause 37.2 to pay any sum, which was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy.

Consequences of termination under Clause 35 (Termination for Continuing Force Majeure Event) or Clause 33.9 (Termination (Regulation 73(1)(a) of the Regulations or Equivalent Replacement Provisions)

37.4 The costs of termination incurred by the Parties shall lie where they fall, if: (a) either Party terminates or (where that Party is the Authority) partially terminates this Contract for a continuing Force Majeure Event pursuant to Clause 35 (Termination for Continuing Force Majeure Event); or (b) the Authority terminates this Contract pursuant to Clause 33.9 (Termination (Regulation 73(1)(a) of the Regulations or Equivalent Replacement Provisions).

Consequences of Termination for Any Reason

37.5 Save as otherwise expressly provided in this Contract:

(a) termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

(b) termination of this Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 14 (Records, Audit Access and Open Book Data), 25 (Intellectual Property Rights), 26.12 to 26.21 (inclusive)(Confidentiality), 26.22 to 26.26 (inclusive) (Freedom of Information), 26.27 to 26.40 (inclusive)(Protection of Personal Data), 28 (Liability), 37 (Consequences of Expiry or Termination), 44 (Severance), 46 (Entire Agreement), 47 (Third Party Rights) 49 (Dispute Resolution) and 50 (Governing Law and Jurisdiction), and the provisions of Schedule 1 (Definitions), Schedule 3 (Contract Charges, Payment and Invoicing), Schedule 10 (Exit Management), Schedule 11 (Staff Transfer), Schedule 12 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Contract, which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Expiry Date.

Exit management

37.6 The Parties shall comply with the exit management provisions set out in Schedule 10 (Exit Management).

38 GOVERNMENT REVIEWS

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

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39 COMPLIANCE

Health and Safety

39.1 The Supplier shall perform its obligations under this Contract (including those in relation to the Services) in accordance with:

(a) all applicable Law regarding health and safety;

(b) the RRDN Hosts' health and safety policies (as provided to the Supplier from time to time) whilst at the RRDN Hosts' Sites;

(c) the RRDN Partners' health and safety policies (as provided to the Supplier from time to time) whilst at the RRDN Partners' Sites; and

(d) the Authority's health and safety policy (as provided to the Supplier from time to time) whilst at the Authority Premises.

39.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Authority Premises, RRDN Partners' Sites or RRDN Hosts' Sites, of which it becomes aware and which relate to or arise in connection with the performance of this Contract.

Equality and Diversity

39.3 The Supplier shall:

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

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

b. any other requirements and instructions, which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and

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

Official Secrets Act and Finance Act

39.4 The Supplier shall comply with the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) section 182 of the Finance Act 1989.

Environmental Requirements

39.5 The Supplier shall, when working on the Sites, perform its obligations under this Contract in accordance with the Environmental Policy of the Authority.

39.6 The Authority shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

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Employment Law

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

Conflicts of Interest

39.8 The Supplier shall:

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

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

39.9 The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Contract for Default pursuant to and in accordance with the provisions of Clause 33.2 by issuing a Termination Notice to the Supplier where there is or may be an actual or potential Conflict of Interest.

Modern Slavery

39.10 The Supplier:

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

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

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

(d) 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;

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

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

(g) 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 this Contract;

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

(i) shall not use, nor allow its employees or sub-contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and

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verbal abuse or other forms of intimidation of its employees or sub-contractors;

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

(k) shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractors to the Authority and the Modern Slavery Helpline;

(l) shall comply with any request by the Authority to complete the Modern Slavery Assessment Tool within sixty (60) days of such request;

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

(n) shall comply with any request by the Authority to provide a Supply Chain Map within fourteen (14) days after such request;

(o) shall comply with any request by the Authority to provide a copy of any reports of any sub-contractor regarding any or all of workforce conditions, working or employment practices and recruitment practices within fourteen (14) days after such request;

(p) shall carry out due diligence to ensure workers in its business and its supply chains are not paying illegal or exploitative recruitment fees to secure employment, and where these fees are uncovered shall ensure that workers are remedied; and

(q) shall report the discovery or suspicion of any slavery, forced labour, child labour, involuntary prison labour or labour rights abuses in its operations and supply chains to the Authority and relevant national or local law enforcement agencies.

39.11 If the Supplier notifies the Authority pursuant to Clause 39.10, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.

39.12 If the Supplier is in Default under Clause 39.10 the Authority may by notice:

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

(b) terminate the Contract for Default in accordance with Clause 33.2.

Whistleblowing

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

(a) Law;

(b) Clauses 39.1 to 39.10 (inclusive) or 39.14; or

(c) Clause 43.

39.14 The Supplier shall not retaliate against any of the Supplier Personnel who in good faith reports a breach listed in Clause 39.13 to the Authority or a Prescribed Person.

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40 ASSIGNMENT AND NOVATION

40.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract or any part of it without Approval.

40.2 The Authority may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Contract or any part thereof to:

(a) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

(b) any private sector body, which substantially performs the functions of the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 40.2.

40.3 A change in the legal status of the Authority shall not, subject to Clause 40.4, affect the validity of this Contract and this Contract shall be binding on any successor body to the Authority.

40.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a private sector body in accordance with Clause 40.2(b) (the **Transferee**) the right of termination of the Authority in Clause 33.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee as if the references to Supplier in Clause 33.4 (Termination on Insolvency) and to Supplier or Guarantor in the definition of Insolvency Event were references to the Transferee.

41 WAIVER AND CUMULATIVE REMEDIES

41.1 Rights and remedies under this Contract may be waived only by notice in accordance with Clause 48 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.

41.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

42 RELATIONSHIP OF THE PARTIES

42.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

42.2 In its procurement documents issued in respect of the Services the Authority reserved the right to require the organisations comprising the Supplier to form a single legal entity (including in the form of a special purpose vehicle) to conclude

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this Contract with the Authority. The Supplier acknowledges and agrees that, although the Authority has not exercised this right on the Contract Commencement Date, the Authority reserves the right to require the organisations comprising the Supplier to form a single legal entity at any time during the Contract Period should it determine, at its sole discretion, that this is necessary for the satisfactory performance of the Contract. In that case, the Authority shall notify the Supplier of this requirement in writing and may also require the single legal entity to provide a Guarantee by a Guarantor on terms that shall be specified by the Authority. Failure by the Supplier to form a single legal entity and to provide a Guarantee, if requested, shall constitute a Default and give rise to the right of the Authority to terminate this Contract.

43 PREVENTION OF FRAUD AND BRIBERY

43.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Contract Commencement Date:

(a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution, which relates to an alleged Prohibited Act; and/or

(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

43.2 The Supplier shall not during the Contract Period:

(a) commit a Prohibited Act; and/or

(b) do or suffer anything to be done, which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

43.3 The Supplier shall during the Contract Period:

(a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures, which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;

(b) keep appropriate records of its compliance with its obligations under Clause 43.3(a) and make such records available to the Authority on request;

(c) if so required by the Authority, within twenty (20) Working Days after the Contract Commencement Date, and annually thereafter, certify to the Authority in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons, who are supplying the Services in connection with this Contract, are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request; and

(d) have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

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43.4 The Supplier shall immediately notify the Authority in writing, if the Supplier becomes aware of any breach of Clause 43.1, or has reason to believe that it has or any of the Supplier Personnel have:

(a) been subject to an investigation or prosecution, which relates to an alleged Prohibited Act;

(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

(c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or the Supplier otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

43.5 If the Supplier makes a notification to the Authority pursuant to Clause 43.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 14 (Records, Audit Access and Open Book Data).

43.6 If the Supplier breaches Clause 43.3, the Authority may by notice:

(a) require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

(b) immediately terminate this Contract for Default in accordance with Clause 33.2.

43.7 Any notice served by the Authority under Clause 43.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).

44 SEVERANCE

44.1 If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.

44.2 In the event that any deemed deletion under Clause 44.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

44.3 If the Parties are unable to resolve the Dispute arising under this Clause 44 within twenty (20) Working Days of the date of the notice given pursuant to Clause 44.2, this Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall, if this Contract is terminated pursuant to this Clause 44.

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45 FURTHER ASSURANCES

45.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents, which may be necessary to give effect to the meaning of this Contract.

46 ENTIRE AGREEMENT

46.1 This Contract and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

46.2 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

46.3 Nothing in this Clause 46 shall exclude any liability in respect of misrepresentations made fraudulently.

47 THIRD PARTY RIGHTS

47.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6 and 3.1 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs 1.4, 2.3 and 2.8 of Part D of Schedule 11 (Staff Transfer) and the provisions of paragraph 9.8 of Schedule 10 (Exit Management) (together **Third Party Provisions**) confer benefits on persons named in such provisions other than the Parties (each such person a **Third Party Beneficiary**) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

47.2 Subject to Clause 47.1, a person who is not a Party to this Contract has no right under the CTRPA to enforce any term of this Contract but this does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.

47.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine.

47.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 47.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

48 NOTICES

48.1 Except as otherwise expressly provided within this Contract, any notices sent under this Contract must be in writing. For the purpose of this Clause 48, an e-mail is accepted as being “in writing”.

48.2 Subject to Clause 48.3, the following table sets out the method, by which notices may be served under this Contract and the respective deemed time and proof of service:

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Manner of Delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 48.3 and 48.4).	9.00am on the first Working Day after sending.	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

48.3 The following notices may only be served as an attachment to an email, if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 48.2:

(a) any Termination Notice (Clause 33 (Authority Termination Rights));

(b) any notice in respect of:

a. partial termination, suspension or partial suspension (Clause 36 (Partial Termination, Suspension and Partial Suspension));

b. waiver (Clause 41 (Waiver and Cumulative Remedies)); or

c. Default or Authority Cause; and

(c) any Dispute Notice.

48.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 48.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 48.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

48.5 This Clause 48 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute

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resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

48.6 For the purposes of this Clause 48, the address and email address of each Party shall be:

(a) for the Authority:

Address: Department of Health and Social Care, 39 Victoria Street, London SW1H 0EU; and

For the attention of: Redacted in acordance to Sec 40 of the FOIA ;

Email: Redacted in acordance to Sec; and

(b) for the Supplier:

Address: Worsley Building, University of Leeds, Leeds, United Kingdom, LS2 9JT

For the attention of: Redacted in acordance to Sec 40 of the FOIA Redacted in acordance to Sec 40 of the

49 DISPUTE RESOLUTION

49.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.

49.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

50 GOVERNING LAW AND JURISDICTION

50.1 This Contract and any issues, Disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

50.2 Subject to Clause 49 (Dispute Resolution) and Schedule 12 (Dispute Resolution Procedure) (including the Authority's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

51 COUNTERPARTS

51.1 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

51.2 Transmission of an executed counterpart of this Contract (but, for the avoidance of doubt, not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Contract. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original of its counterpart.

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IN WITNESS of which this Contract has been duly executed by the Parties.

Signed duly authorised for and on behalf of The University of Leeds

Redacted in acordance to Sec 40 of the FOIA

Position: .....

Full Name: Redacted in

Date .....

Job Title/Role: Redacted in

Date Signed: 20/10/23

Signed for and on behalf of the Secretary of State for Health and Social Care

DocuSigned by:

Redacted in acordance to Sec 40 of the FOIA

Position: .....

Full Name: Redacted in i

Date .....

Job Title/Role: Redacted in acordance to Sec 40 of the FOIA

Date Signed: 20/10/2023

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SCHEDULE 1 DEFINITIONS

Achieve	means, in respect of a Test, to pass successfully such Test without any Test Issues in accordance with the Test Plans and **Achieved**, **Achieving** and **Achievement** shall be construed accordingly;
Accountable Officer	has the meaning given to it in Schedule 21;
Acquired Rights Directive	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
Active National Delivery Service	means a dedicated business unit, which supports the effective planning, set up and delivery of multi-site commercial studies and a number of nationally important non-commercial studies in the health and care system;
Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliate	means in relation to a body corporate, any other entity, which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
Annual Business Plan	means the annual business plans developed in accordance with Schedule 21;
Approval	means the written consent of the Authority and **Approve** and **Approved** shall be construed accordingly;
Approved Sub-Licensee	means any of the following: (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or (c) any body (including any private sector body), which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;
Assets	means (other than any and all Authority Assets) all infrastructure, data, software, materials, assets, equipment or other property to enable the Supplier to perform and deliver the Services in accordance with the provisions of this Contract;
Auditor	means each or any of: (a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, its staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office;

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	(e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
Authority Assets	means the Authority's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision of the Services;
Authority Background IPR	means: (a) IPR owned by the Authority before the Contract Commencement Date, including IPR contained in any of the Authority's Know-How, documentation, processes, software and procedures; (b) IPR created by the Authority independently of this Contract; and/or (c) Crown Copyright, which is not available to the Supplier otherwise than under this Contract;
Authority Cause	means: (a) any breach by the Authority of any of its obligations under this Contract; or (b) (other than in respect of or in connection with the exercise of any right and/or remedy by or on behalf of the Authority under or in connection with this Contract) any act, omission or default committed or made by or on behalf of the Authority in connection with or in relation to the subject-matter of this Contract and in respect of which the Authority is liable to the Supplier;
Authority Data	means: (a) 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 Authority's Confidential Information, and which: a. are supplied to the Supplier by or on behalf of the Authority; or b. the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Authority is the Data Controller;
Authority Emergent Services	means the category of optional services described in Schedule 2 (Services), being exclusive of the Core Services and the Operational Services;
Authority Emergent Services Charges	means any charges agreed between the Parties under Schedule 3 (Contract Charges, Payment and Invoicing) to be payable by the Authority under this Contract in respect of the performance and delivery of any Authority Emergent Service(s);

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Authority Premises	means premises owned, controlled or occupied by the Authority;
Authority Property	means the property, other than real property and IPR, including any equipment issued or made available to the Supplier by the Authority in connection with this Contract;
Authority Representative	means the representative appointed by the Authority from time to time in relation to this Contract;
Authority's Confidential Information	means: (a) all Personal Data for which the Authority is the Data Controller; (b) any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Authority (including all Authority Background IPR and Supplier Foreground IPR); (c) 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 Authority's attention or into the Authority's possession in connection with this Contract; and (d) information derived from any of the above;
BCDR Plan	means the Supplier's plan relating to business continuity and disaster recovery as referred to in Clause 9 (Business Continuity and Disaster Recovery) and Schedule 9 (Business Continuity and Disaster Recovery);
BCDR Services	means the Business Continuity Services and Disaster Recovery Services as defined in Schedule 9 (Business Continuity and Disaster Recovery);
Breach of Security	has the meaning given to it in Schedule 8 (Security);
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
Change in Law	means any change in Law, which impacts on the supply of the Services and performance of the Contract, which comes into force after the Contract Commencement Date;

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Change of Control	means where a third party exercises, is able to exercise or is entitled to acquire direct or indirect control over the affairs of any of the organisations comprising the Supplier;
Commercially Sensitive Information	means the Confidential information listed in Schedule 14 (Commercially Sensitive Information) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority in writing that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Comparable Supply	means the supply of services to another customer of the Supplier that are the same as or similar to the Services;
Confidential Information	means the Authority's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
Conflict of Interest	means in the reasonable opinion of the Authority a conflict between the financial and/or personal duties of the Supplier and/or the Supplier Personnel and the duties owed to the Authority under this Contract.
Contract	means this agreement (including its Schedules) between the Authority and the Supplier;
Contract Charges	means the amounts (exclusive of any applicable VAT) payable to the Supplier by the Authority under this Contract, as set out in Annex 1 of Schedule 3 (Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Contract;
Contract Commencement Date	means 20/10/2023
Contract Management Board	has the meaning given to it in Schedule 21;
Contract Managers	has the meaning given to it in Schedule 21;
Contract Period	means the term of this Contract from the Contract Commencement Date until the Expiry Date;
Contract Year	means: (a) a period of twelve (12) Months commencing on the Contract Commencement Date; or (b) thereafter a period of twelve (12) months commencing on each anniversary of the Contract Commencement Date, provided that the final Contract Year shall end on the Expiry Date;
Control	means control as defined in sections 1124 and 450 Corporation Tax Act 2010 and **Controls** and **Controlled**

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	shall be interpreted accordingly;
Controller or **Data Controller**	has the meaning given to it in the UK GDPR or the EU GDPR, as the context requires;
Conviction	means, other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
Core Service	means any of the core services described in Schedule 2 and **Core Services** shall be interpreted accordingly;
Costs	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: (a) the cost to the Supplier or the Sub-Contractor (as the context requires) of engaging the Supplier Personnel, including: i) base salary paid to the Supplier Personnel; 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) workplace IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Authority; (b) costs incurred in respect of those Supplier Assets, which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Authority or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; (c) operational costs, which are not included within (a) or (b) above, to the extent that such costs are necessary

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	and properly incurred by the Supplier in the provision of the Services; but excluding: i) any Overhead; ii) financing or similar costs; iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Contract Period whether in relation to Supplier Assets or otherwise; iv) taxation; v) fines and penalties; vi) amounts payable under Clause 18 (Benchmarking); and vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
Crown	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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;
Crown Body	means any department, office or executive agency of the Crown;
CRTPA	means the Contracts (Rights of Third Parties) Act 1999;
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Legislation or **DPA**	means: (a) the UK GDPR; (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy; and (d) (to the extent that it applies) the EU GDPR;
Data Protection Officer	has the meaning given to it in the UK GDPR;
Data Subject	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

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Data Subject Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the DPA to their Personal Data;
Default	means any breach of any obligation or obligations of the Supplier (including but not limited to abandonment of this Contract in breach of its terms), any Performance Failure or any other default, act, omission, negligence or statement of the Supplier, any of the Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Authority;
Deliverable	means an item or feature in the supply of the Services delivered or to be delivered by the Supplier during the performance of this Contract;
Delivery	means the time, at which any Deliverable shall have been confirmed and accepted in writing by the Authority to the Supplier as being in conformity with the provisions of this Contract and **Deliver** and **Delivered** shall be construed accordingly;
Disclosing Party	has the meaning given to it in Clause 26.12 (Confidentiality);
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Notice	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	means the dispute resolution procedure set out in Schedule 12 (Dispute Resolution Procedure);
Documentation	means all documentation as: (a) is required to be supplied by the Supplier to the Authority under this Contract; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services;
DOTAS	means 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

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	within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
Due Diligence Information	means any information supplied to the Supplier by or on behalf of the Authority prior to the Contract Commencement Date;
Employee Liabilities	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury, which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: (a) redundancy payments including 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, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment ofpart-time workers or fixed term employees; (e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Authority or a 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; (f) claims whether in tort, contract or statute or otherwise; and/or (g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Employment Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive;
Environmental Information	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued

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Regulations or **EIRs**	by the Information Commissioner or any Central Government Body in relation to such Regulations;
Environmental Policy	means any policy from time to time 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 Authority;
EU	means the European Union;
EU GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
Exit Plan	means the plan produced and updated by the Supplier during the Contract Period in accordance with paragraph 5 of Schedule 10 (Exit Management);
Expedited Dispute Timetable	means the timetable set out in paragraph 5 of Schedule 12 (Dispute Resolution Procedure);
Expiry Date	means: (a) the scheduled end date of the Initial Period; (b) (if the Authority exercises its extension option provided in Clause 4.2(a) and not the extension option provided in Clause 4.2(b)) the scheduled end date of Extension Period 1; (c) (if the Authority exercises its extension option provided in Clause 4.2(b)) the scheduled end date of Extension Period 2; or (d) the earlier date of termination of this Contract in accordance with its terms.
Extension Period 1	means the first extension period specified in Clause 4.2;
Extension Period 2	means the second extension period specified in Clause 4.2;
Financial Year	means a twelve (12) Month period commencing on 1 April and ending on 31 March (inclusive) during the Contract Period;
Fixed Core Services Charge	means each fixed amount calculated in accordance with paragraph 3 of Annex 1 of Schedule 3;
Fixed Operational Services Charge	means the fixed amount calculated in accordance with paragraph 2 of Annex 1 of Schedule 3;
FOIA	means 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

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	issued by the Information Commissioner or relevant government department in relation to such legislation;
Force Majeure Event	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Authority or the Supplier of its obligations arising from: (a) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (b) acts of the Crown, local government or Regulatory Bodies; (c) fire, flood or any disaster; or (d) an industrial dispute affecting a third party, for which a substitute third party is not reasonably available, but excluding: a. any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and b. 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; and c. any failure of delay caused by a lack of funds;
Force Majeure Notice	means 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	means a supplier supplying the services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
Fraud	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
General Anti-Abuse Rule	means (a) the legislation in Part 5 of the Finance Act 2013 and; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Good Industry Practice	means 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

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	experienced person or body engaged within the relevant industry or business sector;
Government	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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 and **Governmental** shall be construed accordingly;
Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Schedule 18 (Guarantee) granted pursuant to Clause 42.2;
Guarantor	means the person acceptable to the Authority to give a Guarantee;
Halifax Abuse Principle	means the principle explained in the CJEU Case C-255/02 Halifax and others;
HMRC	means Her Majesty's Revenue and Customs;
Impact Assessment	has the meaning given to it in Clause 15.3;
Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
Information Barrier Compliance Officer	has the meaning given to it in Clause 26.19;
Information Barrier Procedures	has the meaning given to it in Clause 26.19;
Initial Period	means the period from the Contract Commencement Date until and including 23:59 (London time) on the fifth anniversary of the Service Commencement Date;
Inside Files	has the meaning given to it in Clause 26.19;
Insolvency Event	means, in respect of the Supplier, the Guarantor or any of the organisations comprising the Supplier, where any such person is unable to pay its debts as they become due;
Insurances	shall have the meaning given to it in paragraph 1.1 of Schedule 15 (Insurances);
Intellectual Property Rights or **IPR**	means (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, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

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	(c) all other rights having equivalent or similar effect in any country or jurisdiction;
IPR Claim	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under this Contract;
ISMS	has the meaning given to it in Schedule 8 (Security);
Key Personnel	means the individuals (if any) identified as such in Schedule 4 (Supplier Personnel);
Key Role(s)	has the meaning given to it in Clause 19.1 (Key Personnel);
Key Sub-Contract	means each Sub-Contract with a Key Sub-Contractor;
Key Sub-Contractor	means any Sub-Contractor: (a) listed in Schedule 17 (Key Sub-Contractors); (b) which, in the opinion of the Authority, performs (or would perform, if appointed) a critical role in the provision of all or any part of the Services; and/or (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 Contract Charges forecast to be payable under this Contract;
Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services, but excluding know-how already in the other Party's possession before the Contract Commencement Date;
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
Losses	means 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;
Medical Director	means a lead clinician or equivalent;
Modern Slavery Assessment Tool	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msa;

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Month	means a calendar month and **Monthly** shall be interpreted accordingly;
NIHR	means the National Institute for Health and Care Research;
NIHR Coordinating Centre	means the coordinating centre with the operational responsibility for the NIHR;
NIHR RDN	means the National Institute for Health and Care Research Research Delivery Network;
NIHR RDN CEO	means the chief executive officer of the RDNCC as appointed by the Supplier in accordance with and pursuant to this Contract;
NIHR RDN Customer	means a funder of NIHR RDN portfolio studies;
NIHR RDN Headquarters	means the functional centre provided by the Supplier pursuant to and in accordance with Schedule 2;
NIHR RDN Stakeholder	means any person or organisation (or groups thereof) with an interest or concern in the NHS, health research or the NIHR RDN generally;
Occasion of Tax Non-Compliance	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1st April 2024, which is found on or after 1st April 2024 to be incorrect as a result of: a. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; b. 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 DOTAS or any equivalent or similar regime in any jurisdiction; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1st April 2024, which gives rise, on or after 1st April 2024, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Commencement Date or to a civil penalty for fraud or evasion;
Open Book Data	means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Contract Charges already paid or payable and the Contract Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to: (a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs);

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	(b) operating expenditure relating to the provision of the Services including an analysis showing: a. the unit costs and quantity of goods and any other consumables and bought-in services; b. manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; c. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; (c) Overheads; (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; (e) the Supplier Profit achieved over the Contract Period and on an annual basis; (f) confirmation that all methods of Costs apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and (h) the actual Costs profile;
Open Source Software	means 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;
Operational Services	means any services set out in this Contract, but not including the Core Services or the Authority Emergent Services;
Other Supplier	means any supplier (or its sub-contractors) to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware, including, but not limited to, RRDN Hosts and their RRDN Partners;
Overhead	means those amounts which are intended to recover a proportion of the Supplier's or the relevant Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties), but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and

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	accordingly included within limb (a) of the definition of "Costs";
Payment Period	means each or any of the payment periods specified in Annex 1 to Schedule 3;
Performance and Operating Framework	means the performance and operating framework, annexed to the RRDN Host Agreements (as amended in accordance with this Contract), which sets out performance indicators and targets for RRDNs; arrangements for national and local performance management; details of RRDN structures, governance and management; and RRDN responsibilities and activities;
Performance Failure	means a Performance Failure Level 1, a Performance Failure Level 2 or a Performance Failure Level 3;
Performance Failure Level 1	means (in respect of any Performance Indicator) a failure specified in Annex 1 to Part A of Schedule 6 (Performance Measurement and Monitoring) to be a "Performance Failure Level 1";
Performance Failure Level 2	means (in respect of any Performance Indicator) a failure specified in Annex 1 to Part A of Schedule 6 (Performance Measurement and Monitoring) to be a "Performance Failure Level 2";
Performance Failure Level 3	means (in respect of any Performance Indicator) a failure specified in Annex 1 to Part A of Schedule 6 (Performance Measurement and Monitoring) to be a "Performance Failure Level 3";
Performance Indicator	means the performance indicators set out in Annex 1 to Part A of Schedule 6 (Performance Measurement and Monitoring);
Performance Monitoring Period	means (in respect of any Performance Indicator) the performance monitoring period specified in Annex 1 to Part A of Schedule 6 (Performance Measurement and Monitoring);
Persistent Performance Failure	has the meaning given to it in Clause 30.9;
Personal Data	has the meaning given to it in the UK GDPR or the EU GDPR, as the context requires;
Personal Data Breach	has the meaning given to it in the UK GDPR;
Prescribed Person	means a legal adviser, an MP or an appropriate body, which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies—2/whistleblowing-list-of-prescribed-people-and-bodies, as updated from time to time;
Processing	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing and **Process** and **Processed** shall be interpreted accordingly;

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Processor	has (as applied in this Contract, including Clause 26) the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
Processor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Processor engaged in the performance of the Supplier's obligations under the Contract;
Prohibited Act	means any of the following: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or any other public body a financial or other advantage to: a. induce that person to perform improperly a relevant function or activity; or b. reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (c) committing any offence: a. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); b. under legislation or common law concerning fraudulent acts; or c. defrauding, attempting to defraud or conspiring to defraud the Authority; or d. any activity, practice or conduct which would constitute one of the offences listed under (c)a.-c. (inclusive) above, if such activity, practice or conduct had been carried out in the UK;
Protective Measures	means 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 an access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in Schedule 8 (Security);
Quarter	means a continuous period of three (3) Months and **Quarterly** shall be construed accordingly;
RDNCC	means the Research Delivery Network Co-ordinating Centre provided or to be provided by the Supplier;

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RDNCC Performance Indicators or **Performance Indicators**	means the Performance Indicators applicable to the performance of the RDNCC as set out in paragraph 1 of Annex 1 to Part A of Schedule 6;
RDN Portfolio	means the NIHR Research Delivery Network portfolio of research studies, which are eligible for support from the NIHR RDN in England;
Recipient	has the meaning given to it in Clause 26;
Rectification Plan	means the rectification plan pursuant to the Rectification Plan Process;
Rectification Plan Process	means the process set out in Clause 30;
Registers	has the meaning given to it in Schedule 10 (Exit Management);
Regulations	means the Public Contracts Regulations 2015 (SI 102);
Related Supplier	means any person who provides services to the Authority which are related to the Services from time to time;
Relevant Conviction	means: (a) a Conviction that is relevant to the nature of the Services to be provided; or (b) a conviction designated as such elsewhere in this Contract;
Relevant Costs Savings	has the meaning given to it in Schedule 3;
Relevant Documents	means each of the following: (a) the Annual Business Plan; (b) the Strategies (such documents to be prepared with due regard for the requirements set out in paragraph 2.8 of Schedule 2); (c) the Security Management Plan; (d) the BCDR Plan; (e) any and all risk registers required to be delivered by the Supplier in connection with its obligations provided in, and processes specified in, Schedule 21; and (f) the Testing Strategy.
Relevant Month	has the meaning given to it in Schedule 3;
Relevant Requirements	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority	means HMRC, or, if applicable, the tax authority in the jurisdiction, in which the Supplier is established;

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Relevant Transfer	means a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Relief Notice	has the meaning given to it in Clause 31 (Supplier Relief Due to Authority Cause);
Replacement Services	means any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the Expiry Date, whether those services are provided by the Authority internally and/or by any third party;
Replacement Sub-Contractor	means a sub-contractor of a Replacement Supplier, to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
Replacement Supplier	means any third party provider of Replacement Services appointed by or at the direction of the Authority from time to time or where the Authority is providing Replacement Services for its own account, shall also include the Authority;
Request for Information	means a request for information or an apparent request relating to this Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
RRDN	means a Regional Research Delivery Network as identifiedin Annex 1 to Schedule 19;
RRDN Host	means a host organisation of a RRDN that, *inter alia*, distributes funding to NHS providers in their geographical catchment area as identified in Annex 1 of Schedule 19;
RRDN Host Agreement	means any of the agreements between the Authority and a RRDN Host as identified in Annex 1 of Schedule 19;
RRDN Partner	means a provider of NHS services conducting NIHR RDN portfolio research and/or in receipt of RRDN funding;
RRDN Partner Agreement	means an agreement between an RRDN Host and a RRDN Partner;
Satisfaction Certificate	means the certificate materially in the form provided in Annex 1 to Schedule 5 (Testing);
Schedule	means a schedule to this Contract;
Security Management Plan	means the Supplier's security management plan prepared pursuant to paragraph 4 of Schedule 8 (Security), a draft of which has been provided by the Supplier to the Authority in accordance with paragraph 4 of Schedule 8 (Security) and as updated from time to time;
Security Policy	means the Authority's security policy in force as at the Contract Commencement Date and as updated from time to time;
Security Policy Framework	means the HMG Security Policy Framework;
Security Tests	has the meaning given to it in Schedule 8 (Security);

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Service Transfer	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
Service Transfer Date	means the date of a Service Transfer;
Services	means any of the services to be provided by the Supplier to the Authority as referred to in Schedule 2 (Services) or elsewhere in this Contract;
Service Commencement Date	means 00:01 (London time) on 1 April 2024.
Sites	means any premises (including the Authority Premises, the Supplier's premises, RRDN Partner's premises or RRDN Host's premises or third party premises) from, to or at which: (a) the Services are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Services;
Specially Written Software	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to supplier software or third party software created specifically for the purposes of this Contract;
Specialty Research Leads	means any and all clinical leaders and/or practitioners working at national and local levels to ensure that studies are delivered successfully and to promote awareness of research opportunities;
Specific Change in Law	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
Sponsor	means an individual, organisation or partnership performing the roles and functions of a sponsor, such roles and functions being described in the UK Policy Framework for Health and Social Care Research (as updated from time to time);
Staffing Information	has the meaning give to it in Schedule 11 (Staff Transfer);
Standards	means any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in paragraph 1 of Schedule 7 (Standards) or elsewhere in this Contract;

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	(c) standards agreed between the Parties from time to time; and (d) relevant Government codes of practice and guidance applicable from time to time;
Strategic Supplier Relationship Management	means the Cabinet Office process of bringing together supplier relationship management professionals to provide strategic direction and leadership relating to the management of the health family's most strategic and critical suppliers;
Strategies	means the NIHR RDN strategy documents that form part of Core Services and as further described in Schedule 2 and **Strategy** shall be construed accordingly;
Study Support Service	means a data and business intelligence led service for researchers and the life sciences industry targeted at multi-centres studies at the planning, set up and delivery stage of the research;
Sub-Contract	means any contract or agreement or proposed contract or agreement between the Supplier (or any third party supplier) and any third party supplier whereby that third party agrees to provide to the Supplier (or third party) the Services or any part thereof or facilities, services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the provision of the Services or any part thereof and the verb "**Sub-Contract**" shall be construed accordingly;
Sub-Contractor	means any third party with whom the Supplier or any third party enters into a Sub-Contract;
Sub-Processor	means any third party appointed by the Processor to process Personal Data on behalf of the Processor related to this Contract;
Supplier Assets	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract, but excluding the Authority Assets;
Supplier Background IPR	means: (a) Intellectual Property Rights owned by the Supplier before the Contract Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and (b) Intellectual Property Rights created by the Supplier independently of this Contract, including, but not limited to, those Supplier Background IPR listed in Schedule 20, as updated by the Supplier pursuant to that Schedule during the Contract Period;

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Supplier Equipment	means 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 Authority) in the performance of its obligations under this Contract;
Supplier Foreground IPR	means: (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or (b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same, including, but not limited to, those Supplier Foreground IPR listed in Schedule 20, as updated by the Supplier pursuant to that Schedule during the Contract Period;
Supplier Other Personnel	has the meaning given to it in Clause 26.19;
Supplier Non-Performance	has the meaning given to it in Clause 31 (Supplier Relief Due to Authority Cause);
Supplier Personnel	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Contract;
Supplier Profit	means the difference between the total Contract Charges (in nominal cash flow terms) and total Costs (in nominal cash flow terms);
Supplier Software	means any software, which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services or is embedded in and in respect of such other software as required to be licensed in order for the Authority to receive the benefit of and/or make use of the Services;
Supplier's Confidential Information	means: (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract; and (c) information derived from any of the above;

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Supply Chain Map	means details of (i) the Supplier, (ii) all Sub-Contractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Sub-Contractor, setting out at least: (a) the name, registered office and company registration number of each entity in the supply chain; (b) the function of each entity in the supply chain; and (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain;
Supporting Information Pack	means the supporting information pack made available to tenderers by the Authority during the procurement of this Contract;
Tender	means the tender submitted by the Supplier to the Authority in response to the Authority's ITN and ISFT and as clarified in respect of pricing in May 2023, the technical submission (and not other aspects of such tender) included in such tender being annexed to Schedule 16 (Tender) as a linked PDF;
Termination Notice	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
Test and **Testing**	means any tests required to be carried out pursuant to this Contract as set out in the Test Plans or elsewhere in this Contract and **Tested** shall be construed accordingly;
Test Issue	means any variance or non-conformity of the Services or Deliverables from their requirements as set out in this Contract;
Test Plan	means a plan: (a) for the Testing of Deliverables; and (b) setting out other agreed criteria, as described further in the paragraph 3 of Schedule 5 (Testing);
Test Strategy	means a strategy for the conduct of Testing as described in paragraph 2 of Schedule 5 (Testing);
Third Party IPR	means Intellectual Property Rights owned by a third party (including a Sub-Contractor) which is or will be used by the Supplier for the purpose of providing the Services including but not limited to all Open Source Software, which has been Approved by the Authority together with those Third Party IPR listed in Schedule 20, as updated by the Supplier pursuant to that Schedule during the Contract Period;
Third Party Software	means any software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the

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	purposes of providing the Services;
Transferring Authority Employees	means those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Former Supplier Employees	means, in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Supplier Employees	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
UK GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
Valid Invoice	means an invoice issued by the Supplier to the Authority that complies with the invoicing procedure in paragraph 4 (Invoicing Procedure) of Schedule 3 (Contract Charges, Payment and Invoicing);
Variation	has the meaning given to it in Clause 15.1 (Variation Procedure);
Variation Form	means the form set out in Schedule 13 (Variation Form);
Variation Procedure	means the procedure set out ı e 15 (Variation Procedure);
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
Worker	means any one of the Supplier Personnel which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 0712 – Tax Arrangements of Public Appointees https://www.gov.uk/government/publications/procurement-policy-note-07-12-tax-arrangements-of-public-appointees applies in respect of the Services; and
Working Day	means any Day other than a Saturday or Sunday or public holiday in England and Wales.

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SCHEDULE 2 SERVICES

1. OPERATIONAL SERVICES

1.1 The Supplier shall on and from the Service Commencement Date provide and continue to provide Operational Services, which includes (but is not limited to) the following:

(a) all overheads including good quality, modern office space, facilities, equipment, and up-to-date information and communications technology equipment (capable of supporting both desktop and mobile working reliably and efficiently both in an office and remote locations; and capable of interfacing accurately with both the NIHR RDN's own systems and the NIHR centrally provided corporate systems) for Supplier Personnel; and

(b) human resources services for Supplier Personnel.

1.2 For the avoidance of doubt Operational Services do not include the Core Services or the Authority Emergent Services.

2. CORE SERVICES

NIHR RDN Headquarters

2.1 The Supplier shall on and from the Service Commencement Date:

(a) provide executive and operational leadership and oversight of all aspects of the health and care research infrastructure which comprises the NIHR RDN. This shall include a senior management team at the RDNCC with required expertise to perform the functions of the NIHR RDN. This should include a full-time Chief Executive Officer and Chief Operating Officer. The senior management team should also include leadership for Research Delivery, Organisational Development and Learning, Business Development, Communications and Stakeholder Engagement, a Chief Information Officer and Clinical leadership, for example a Medical Director;

(b) provide research thematic leadership to provide internal NIHR RDN direction, and an effective outward facing role to promote the NIHR RDN nationally including engaging clinicians, and other health and care professional groups, and championing the NIHR RDN portfolio of studies in their field of practice. This will include national coordination across the specialty portfolio, facilitating access to speciality support for individual studies as required;

(c) provide leadership, coordination, and the secretariat for, an RDN Board (as defined in Schedule 21) that provides a joint leadership function with the RRDNs and the Authority so that the NIHR RDN functions as a single organisation with a shared vision and purpose across England, supported by a Performance and Operating Framework (or other mechanism);

(d) engage the health and care system in research in line with the "NHS Constitution" as amended from time to time to promote research participation and a research culture;

(e) provide an efficient and effective NIHR RDN communications service including press, publicity and internal communications activities, which optimises use of multi-media approaches and complies with NIHR communications and branding guidelines. This service will sit within the wider cross-NIHR Communications function as part of the NIHR Director of Communications Office;

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(f) work as an integral part of a nationally joined up NIHR infrastructure 'offer' that provides researchers with access to expertise, facilities and a skilled delivery workforce - spanning the whole innovation pathway, from early translational research, clinical research and applied health and social care research - to enable the translation of discoveries into improved treatments and services;

(g) support patient and public involvement and engagement in research delivery, working closely with the NIHR Centre for Engagement and Dissemination;

(h) advise the Authority on changes in delivery mechanisms for health and care research and implications for the NIHR RDN, having sought expert opinion when needed and/or when reasonably instructed to do so by the Authority;

(i) carry out financial management and assurance of the Contract in respect of the RDNCC; and

(j) provide the central management function for the NIHR Patient Recruitment Centres or any future scheme that may be introduced to facilitate the delivery of commercial contract studies, on the request of the Authority.

RRDN Performance Management

2.2 The Supplier shall on and from the Service Commencement Date:

(a) provide an assurance and manage the performance (on behalf of the Authority) of the RRDN Host Agreements;

(b) be directly responsible to the Authority when managing the performance of RRDN Host Agreements on its behalf and shall provide regular updates and critiques of the performance and activities of the RRDNs as reasonably required by the Authority, including (but not limited to) quarterly data relating to performance against objectives, and any performance indicators;

(c) manage the performance of the RRDN Hosts to ensure that they meet their objectives and performance indicators;

(d) advise the Authority on any variations that might be needed to RRDN Host Agreements or the RRDN Partner Agreements;

(e) support the NIHR's commitment to equality, diversity and inclusion to advance equality of opportunities for all people participating in research, and in the delivery of any work of the NIHR RDN; and

(f) ensure the RRDN portfolios, when considered together, form a national balance in terms of disease area, patient groups, study types etc., including meeting any Governmental priorities for health and care research.

Finance function

2.3 The Supplier shall on and from the Service Commencement Date:

(a) provide financial management and assurance of the contract in respect of the RDNCC and, on behalf of the Authority, of the RRDN Host Agreements;

(b) work as part of the joint NIHR RDN leadership function to propose to the Authority financial allocations to the RRDNs to ensure that the aims of the NHR RDN are best met;

(c) work as part of the joint NIHR RDN leadership function to set standards for the allocation and use of NIHR RDN funding, including compliance with any applicable Standard including, but not limited to, the Authority's guidance on

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"Attributing the costs of health and social care Research and Development" (AcoRD);

(d) manage the administration of funding to meet any excess treatment costs (being the difference between NHS treatment costs and the cost of standard treatment) of studies, working closely with, and on behalf of, NHS England; and

(e) monitor and maximise value-for-money, seeking to deliver efficiencies whenever possible.

Liaison with the Authority

2.4 The Supplier shall on and from the Service Commencement Date:

(a) liaise with the Authority, and input into the Authority's and NIHR's initiatives and activities as is reasonably required by the Authority. Please note the Authority's specific requirements for the Supplier in this regard may be subject to change from time to time;

(b) respond to the Authority's requests for *ad hoc* briefings and information, including financial and performance management data, quickly and effectively and at all times within any time limits specified by the Authority. Urgent requests for briefings and information may need same-day responses if reasonably required by the Authority. These will include, but not be limited to, providing data to the Authority to meet its duties with regard to Parliamentary scrutiny and the Freedom of Information Act; and

(c) work flexibly and collaboratively with the Authority, as part of a Strategic Supplier Relationship Management approach, in order to improve outcomes, drive innovation, and to rapidly address issues or areas that may not be reaching their full potential.

Governance function

2.5 The Supplier shall on and from the Service Commencement Date provide a robust governance structure for the RDNCC and, working as part of the joint NIHR RDN leadership function via the RDN Board, provide a robust governance structure for the NIHR RDN. These will need to be approved by the Authority. This shall include:

(a) good corporate NIHR RDN governance including risk management;

(b) corporate and information governance for the RDNCC's own activities;

(c) management of the process of assessing the eligibility of studies for NIHR RDN support in accordance with any applicable standards, including, but not limited to, the Authority's own policies on 'Studies eligible for Research Delivery Network support' as updated from time to time; and

(d) ensuring that all Supplier Personnel have an annual information governance refresher training. The completion of this training will be recorded by the RDNCC and reported to the Authority.

Information and Communications Technology (**ICT**) Systems

2.6 The Supplier shall on and from the Service Commencement Date:

(a) provide modern and up-to-date ICT systems that are regularly and appropriately maintained and upgraded that shall comply with the following:

(i) any applicable Standards set by the Authority including but not limited to outputs of the Authority's developing "digital strategy;

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(ii) any and all applicable Laws, including but not limited to the Data Protection Legislation and the Computer Misuses Act 1990 (as amended); and

(iii) the provisions of this Contract; and

(b) provide adequate and appropriate ICT systems to meet the following function requirements:

(i) a central portfolio of research, which is an integrated, large-scale database of RDN Portfolio, and designed to interoperate with other research systems including, but not limited to, the NIHR Identity Gateway service; Integrated Research Application Service (**IRAS**) from the HRA and Local Portfolio Management Systems (**LPMS**) operated by RRDNs.

(ii) a series of accurate and up to date research based look up data services which are essential to support the operation and function of the central portfolio of research system as well as other research systems both internal and external to the RDNCC, including but not limited to, LPMS and/or IRAS. These provide standardised and unique reference codes and coding structures based on accepted international Standards and the NIHR's own data standards;

(iii) an interrogation and dissemination function for large-scale data sets to support the NIHR RDN in its mission to make the identification and feasibility of potential research projects easier, simpler and quicker. This capability will also improve the accessibility to and the usefulness of the large-scale datasets held by the RDNCC and other NIHR organisations, the NHS England Transformation Directorate, research charities and other academic bodies and international organisations external to the NIHR to support the undertaking of research in the United Kingdom;

(iv) financial management and monitoring to ensure robust financial control of public funds and supply regular financial reports as part of the Authority's contract and performance monitoring of the RDNCC;

(v) learning management service for staff used for managing course bookings and online learning;

(vi) helpdesk management and monitoring - as a minimum requirement it is expected for the helpdesk to be properly and adequately staffed and available at the very least between 08:00 and 18:00 (London time) during each Working Day providing at a minimum UK coverage. Calls shall be logged promptly and properly on the NIHR's helpdesk system software and triaged appropriate to severity, utilising automation and self-service approaches where possible;

<u>Performance of the ICT Systems</u>

(vii) ICT systems must be available and operational on all Working Days from 08:00 until 20:00 GMT/BST at an absolute minimum with an expectation that service will be utilised 24/7. Planned or essential maintenance of ICT systems should be restricted to weekends or late evenings outside of Working Days from 08:00 until 20:00 GMT/BST to avoid disruption to normal business;

(viii) where essential maintenance is undertaken there shall be a minimum of 72 hours warning to the user community. Any

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interruption of service shall not last any longer than 12 hours, unless with the prior Approval of the Authority;

(ix) the performance of these ICT systems should ensure that normal pages are rendered in maximum 1-2 seconds and fully populated in maximum 5-6 seconds regardless of the number of concurrent users on the ICT systems. Nor should there be any deterioration in performance or functionality as a result of increased/high user numbers or ICT systems maintenance. This performance should be monitored regularly, and systems reviewed and maintained to ensure sufficient scalability to respond to period of increased demand;

ICT Systems Development

(x) the functionality of these ICT systems will be continuously reviewed for enhancements for the benefit of the NIHR RDN, the wider NIHR and for users of the ICT systems outside of the NIHR. Any development proposed must be compatible with the strategic aims of the Authority and NIHR Data Digital and Technology (DDaT) Office, and if appropriate support or utilise interoperability across the NIHR systems;

(xi) where enhancements are identified, they will be implemented within the governance structure of the NIHR Digital Strategy and NIHR DDaT Office and DDaT Board. Additionally, all developments and enhancements to ICT systems need to be tested in compliance with agreed schedules;

(xii) these ICT systems are interoperable with the agreed NIHR standards (both data and technology) and are automatically interfaced with the wider NIHR organisation and others, including but not limited to, the NIHR Coordinating Centre and the NIHR IS Function and Providers of NHS services at both a national and local level. In addition, maintain external interface to agreed standards developed and agreed as suitable and proportionate by the NIHR, for a range of academic organisations and the life sciences industry, so permitting access to RDNCC information services that are externally facing; and

(xiii) these ICT systems are safe, secure and well maintained from security threats both technological, physical or human to ensure that they are not compromised. The Supplier will advise the Authority immediately of any attempt to compromise RDNCC ICT systems or equipment and produce a full report of any incident within 72 hours of becoming aware of it. Any theft or loss of data or IT equipment must be reported to the Authority immediately; and

(c) report to the Authority any and all incidents affecting the operation and/or availability of any ICT system within 12 hours after its or their occurrence and provide a full incident report in respect of such failure(s) to the Authority within 72 hours after resolution of such failure(s).

2.7 The Supplier shall on and from the Service Commencement Date:

(a) provide and report on annual independent security and/or penetration testing against malicious threats to the hosted ICT systems to ensure the confidentiality, integrity and authorisation of the responsible ICT systems;

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(b) ensure that these ICT systems operate within the ICT systems governance structure of the NIHR. The NIHR operates a number of governance management boards to ensure this interoperability and the RDNCC is required to support and work with and within these governance bodies. The current (and which may be revised at any time) principal relevant governance bodies within the NIHR are:

(i) the NIHR Digital, Data and Technology Board as the lead strategic group for digital systems and services for the NIHR;

(ii) the NIHR Technical Design Group as the lead body for ensuring the identification, adoption and implementation system design for the NIHR, and;

(iii) the NIHR Data Standards Group as the lead body for ensuring the identification, adoption, implementation and if necessary deletion of data standards for use within the NIHR and other appropriate partner organisations;

(c) maintain strong working relationships with other data providers and recipients within and outside the NIHR. As the RDNCC is both a ”supplier” and “customer” of information and data to and from a number of external organisations it is essential and necessary for the RDNCC to maintain strong working relationships. The current principal external data relationships the RDNCC include, but are not limited to:

(i) the NIHR Information Systems Function;

(ii) the Health Research Authority;

(iii) the Clinical Practice Research Datalink (operated by the Medicines and Healthcare products Regulatory Agency (MHRA));

(iv) NHS Digital and NHS England Transformation Directorate; and

(v) any other organisations as the Authority may reasonably require;

(d) ensure the safe and secure transition of ICT systems where appropriate. The Supplier shall cooperate with the existing suppliers and the Authority to ensure an efficient transition of existing supplier ICT systems to it including any necessary escrow arrangements whilst ensuring consistency of service provision during transition. Where the Supplier seeks to migrate any ICT system or service they will be expected to consider as the primary option how to comply with the Government’s “Cloud First” policy. Where it is deemed inappropriate to adopt a “Cloud First” policy this must be agreed by the Authority. Where the Supplier provides systems that are not “Cloud First”, then the Supplier shall be responsible for technology refresh during the life of the contract to maintain the performance of the ICT;

(e) provide sufficient and appropriately skilled analytical and data management Supplier Personnel to undertake routine and ad hoc analysis to support the NIHR RDN in its analytical and reporting functions both within the RDNCC and across the whole NIHR RDN.

(f) provide sufficient and appropriately skilled technical support Supplier Personnel to ensure the consistent running and availability of ICT systems to the service levels outlined above;

(g) provide sufficient and appropriately skilled business analysis and project management Supplier Personnel to support the delivery of ICT system development within and without the NIHR RDN;

(h) ensure that where an unplanned interruption of the ICT systems occurs the Supplier shall notify the Authority immediately and shall propose the action(s)

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being undertaken to restore the ICT systems. The Supplier shall provide a full report to the Authority on resolution of the fault and restoration of the ICT systems within 72 hours of the resolution event. The Supplier shall ensure that the NIHR RDN has an effective BCDR Plan for the restoration of the ICT systems and to ensure business continuity including "rollback" to a previous stable state. No ICT system is to be unavailable for a single period lasting longer than 12 hours; and

(i) provide the following services:

(i) 'Join Dementia Research', which is a UK-based service that allows people to register their interest in taking part in dementia research. The service helps people with dementia, their carers, or anyone interested in dementia research to be matched to studies taking place in their area; and

(ii) 'Be Part of Research' (formerly UK Clinical Trials Gateway), which is an NIHR website that helps people find and volunteer for health and care research studies.

Planning

2.8 The Supplier shall on and from the Service Commencement Date work with the RRDNs, via the RDN Board, as part of the joint leadership function to:

(a) develop guidance for RRDNs to enable them to support study sites develop their strategic research delivery plans, and secure approval from the Authority for such guidance;

(b) develop a framework for RRDNs to assess study sites' progress against their strategic research delivery plans, for the Authority to approve. It is expected that this will include measures on financial controls and spend against agreed budget, performance indicators and assurance that demonstrates funding provide via the NIHR RDN will be spent on eligible activities;

(c) develop the NIHR RDN Performance and Operating Framework;

(d) provide effective planning, programme and project management; and

(e) coordinate the development and submission the following draft strategies to the Authority for Approval before the first anniversary of the Contract Commencement Date:

(i) a five-year NIHR RDN strategy for the Study Support Service;

(ii) a five-year NIHR RDN strategy for communications;

(iii) a five-year NIHR RDN strategy for business development and working with the life sciences industry;

(iv) a five-year NIHR RDN strategy for patient and public involvement and engagement;

(v) a five-year NIHR RDN strategy for NHS engagement;

(vi) a five-year NIHR RDN strategy for workforce development; and

(vii) a five-year NIHR RDN strategy for information and knowledge,

(together the **Strategies**).

2.9 The purpose of the Strategies is to direct the NIHR RDN and engage NIHR RDN Customers and NIHR RDN Stakeholders by setting out considerations, selected approaches, risks (including mitigation) and plans, including timescales,

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measurable Performance Indicators and key milestones suitable for incorporation into Annual Business Plans. In all cases it is expected that these Strategies will demonstrate alignment and collaboration with other NIHR investments and services beyond the NIHR RDN.

NIHR RDN Customers

2.10 The Supplier shall understand and be receptive of the needs of NIHR RDN Customers and ensure that the NIHR RDN meets or exceeds these needs. The Supplier shall on and from the Service Commencement Date:

(a) develop and maintain strategic links with research funders at national level;

(b) ensure that the NIHR RDN meets the research delivery needs of the NIHR and NIHR non-commercial partners (e.g. research councils and eligible research charities). This should include provision of effective business development and marketing of NIHR services to non-commercial research funders, working with the NIHR Office for Clinical Research Infrastructure (**NOCRI**), as appropriate;

(c) meet the research delivery needs of the life sciences industry including; pharmaceutical; biotechnology; diagnostic; medical technology; data/digital, and contract research organisations;

(d) as part of a single, joined-up NIHR business development function, working closely with the NOCRI, provide effective business development and marketing of NIHR services to life sciences industry, both nationally and internationally.

(e) working with NOCRI, engage and support strategic engagement with life science companies to discuss opportunities across their portfolio, where appropriate and opportunities exist, in order to develop strategic NIHR partnerships with industry and facilitate access to the NIHR research infrastructure in a tailored and streamlined way; and

(f) provide key account management, supported by the RRDNs, for life science companies with a large number of studies on the NIHR RDN portfolio. It would be expected that key account managers maintain a thorough understanding and oversight of the company's entire portfolio of studies (both in set-up and active); facilitate open and regular communication and information exchange; provide a mechanism for rapid issue identification with clear escalation routes, and opportunity for responsive joint problem solving.

NIHR RDN Stakeholder Engagement and Management

2.11 The health and care system, and research delivery within this, is complex with many RDN Stakeholders. The Authority recognises that the Supplier will be reliant on other organisations to achieve the overarching objectives of the NIHR RDN, and cannot be directly accountable for activities outside of its control (e.g. actions of individual Sponsors or study sites). Therefore, in order to facilitate effective working of the NIHR RDN, the Supplier shall engage fully with NIHR RDN Stakeholders to ensure their support. In particular, the Supplier shall on and from the Service Commencement Date:

(a) engage effectively with patients and the public to support research delivery, and work effectively with the NIHR Director for Public Voice, and the NIHR Centre for Engagement and Dissemination (the national advisory group that supports greater public involvement in health and care research);

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(b) present an approach to stakeholder management and engagement that demonstrates a full working knowledge of all the elements of NIHR and how NIHR fits into the health and care system;

(c) develop and maintain close relationships with R&D leaders in the NHS (UKRD), the Association of University Hospitals (AUH), and the NHS R&D Forum;

(d) develop and maintain relationships with NHS England and relevant NHS leaders, including in the Academic Health Science Networks or any successor bodies from time to time carrying out the functions in whole or in part of such networks;

(e) develop and maintain strong and productive relationships, including collaborative working to improve the overall effectiveness and efficiency of the research ecosystem, with the Health Research Authority (HRA) at an operational and strategic level, and with the Medicines and Healthcare Products Regulatory Agency (MHRA); and

(f) develop and maintain relationships with the Medical Royal Colleges, the Academy of Medical Royal Colleges, the Academy of Medical Sciences and Devolved Administrations.

Workforce Learning and Organisational Development

2.12 The Supplier shall on and from the Service Commencement Date ensure that all Supplier Personnel and RRDN personnel have the knowledge and skills required to deliver the NIHR RDN efficiently and effectively. The Supplier will be responsible for ensuring that the staff employed to provide NIHR RDN services have a relentless focus on, and effective delivery of, continuous improvement. In particular, the Supplier shall:

(a) devise and implement service improvement initiatives, and embed a culture of continuous improvement; and

(b) facilitate the sharing of best practice across the RRDNs.

2.13 The Supplier shall on and from the Service Commencement Date ensure the NIHR RDN plays its full role in support workforce learning and development for those delivering R&D in the health and care system. The Supplier shall:

(a) provide online tools (e.g. via NIHR Learn) and other opportunities to support workforce training and career development across the health and care system, including Good Clinical Practice and other necessary training;

(b) manage and support the delivery of the Clinician Research Credentialling scheme and other initiatives which aim to strengthen the capacity and capability of the R&D workforce (including those providing research support services), such as the Associate PI scheme and NIHR Senior Nurse and Midwife Research Leader Programme;

(c) develop and maintain strategic links with NHSE/I and other organisations to support workforce planning and provision of learning and development for R&D in order to build research capacity and capability of research delivery staff from all professional backgrounds and other groups critical to optimal and effective research delivery; and

(d) commit to NIHR principles of EDI, ensuring opportunities for learning and development are available to all and foster an inclusive research culture, particularly in terms of addressing barriers to career progression for underrepresented groups and professions.

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Study Support Service

2.14 The Supplier, working with the RRDNs, will provide a responsive Study Support Service (supported by data and business intelligence) for researchers and the life sciences industry. This will be targeted at multi-centre studies at the planning, set up, and delivery stages to ensure high quality research can be completed to time and target across England. The RDNCC will be expected to support this through Business Intelligence – using national data and working with RRDNs to draw on their expert and in-depth knowledge of the capacity and capabilities of the infrastructure, settings, sites and investigators in their region.

2.15 The Supplier shall on and from the Service Commencement Date provide:

(a) an early contact, engagement and feedback service help to at the planning stage to provide support and advice on study set up, recruitment, follow up and costing to ensure optimal deliverability within the health and care system. This will include support for navigating the approvals and set-up processes, sign-posting to other support services, and for facilitating access to Specialty Research Leads;

(b) the NIHR RDN elements of the 'Find Recruit and Follow-up' service. This is a data-driven clinical trials service to harness the potential of health data to support effective, efficient trial delivery and widen participation in research;

(c) site identification service to provide a national approach to site selection that gives researchers and Sponsors up-to-date insight into the most appropriate sites to deliver a study, while minimising the resource needed to identify relevant and interested sites; and

(d) performance monitoring for all studies on the NIHR RDN portfolio by providing the data, via the NIHR RDN central portfolio of research, which enables study Sponsors, funders and Chief Investigators monitor the performance of their studies. Where Sponsors or funders identify performance or delivery issues for multi-site studies on the NIHR RDN portfolio the Supplier will provide, on request, support for analysing the issues and identify potential remedial actions.

Cross NIHR Services

2.16 The Supplier shall on and from the Service Commencement Date provide:

(a) the NIHR Director of Communications Office, including delivery of the NIHR Communications Programme in line with a NIHR Communications Annual Plan agreed annually with the Authority;

(b) the NIHR Digital Office (including the NIHR Chief Digital Officer) which leads and manages the delivery of the NIHR Digital Programme. The Programme actively involves the NIHR RDN Coordinating Centre, the NIHR Coordinating Centre and a range of other organisations;

(c) the NIHR Director of Nursing and Midwifery's Office, comprising the NIHR Director of Nursing and Midwifery plus a small support team. The Director provides professional leadership for NIHR-funded nurses and midwives working in all health and care sectors and contexts, and for the advancement of these professions within the NIHR; and

(d) Cross-NIHR Project Management resources for specific cross-NIHR projects as a flexible resource allowing project management capability to be involved in a broad scope of work throughout the NIHR.

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Active National Delivery Service

2.17 The Supplier will provide a dedicated business unit, which will partner with a study Sponsor to provide an Active National Delivery Service for multi-site commercial studies and a small number of nationally important non-commercial studies. The service will support Sponsors to effectively plan, set up and deliver studies in the UK. This formalises the role of the NIHR RDN in providing expedited and optimised planning, set up and delivery support, alongside and distinct from contracts between the Sponsor and research delivery sites. For commercial studies, this would be provided as a paid-for service whereby the Sponsor would be expected to contract with the Supplier on a cost-recovery basis.

2.18 This service offering will include on and from the Service Commencement Date:

(a) a national, system-wide approach to optimising and expediting study planning, set up and delivery support;

(b) central point of contact to provide key account management and guide the Sponsor through the research landscape;

(c) specialist advice on protocol design, recruitment and follow-up strategies and timescales from the network of research active specialists for the country, to optimise delivery based on clinical pathways, patient presentation and availability, and equipoise, utilising data and digital tools and services to enable effective delivery where appropriate. This will include consideration of protocol amendments needed to ensure the study can run in the UK;

(d) a package to facilitate patient and public engagement in study design to improve participant recruitment and retention;

(e) demographic analyses to identify relevant populations/regions;

(f) identification of sites with capacity and capability to deliver the study at scale and pace required;

(g) identification of suitable principal investigators at the recommended locations;

(h) identification of other services to support delivery of the study, including NHS data service providers;

(i) a central resource to help all sites and service providers set-up, deliver and close down effectively, efficiently, and consistently; and

(j) a flexible response and management service to support the Sponsor in ensuring set-up, recruitment, follow up and close down are completed to time and target and with high quality data integrity.

3. AUTHORITY EMERGENT SERVICES

3.1 The Authority may on or after the Service Commencement Date require the Supplier to deliver under this Contract one or more specific projects or provide additional services or activities not in each case otherwise provided for under its terms.

3.2 The need for Authority Emergent Services is unpredictable as at the Contract Commencement Date, and each Authority Emergent Service will be subject to the agreement of both Parties and Approval (including assessment of affordability and value for money) by the Authority.

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4. SOCIAL VALUE

4.1 The Authority has set out what they see as the priority Social Value areas for this requirement. The Authority expects that the Supplier will deliver Social Value as part of the contract.

4.2 This Contract will support the following Social Value Themes under the Government Commercial Function's Social Value Model:

- **Theme 2 - Tackling Economic Inequality** with the Policy Outcome to *Create new businesses, new jobs and new skills*;
- **Theme 4 - Equal Opportunity** with the Policy Outcome to *Tackle workforce inequality*; and
- **Theme 5 - Wellbeing** with the Policy Outcome to *Improve Health and Wellbeing.*

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SCHEDULE 3 CONTRACT CHARGES, PAYMENT AND INVOICING

1. GENERAL PROVISIONS

1.1 This Schedule details the:

(a) Contract Charges for the Services under this Contract;

(b) invoicing procedure; and

(c) procedure applicable to any adjustments of the Contract Charges.

2. CONTRACT CHARGES

2.1 The Contract Charges payable in respect of the Operational Services and the Core Services and the principles for calculating the Contract Charges for the Authority Emergent Services are each set out in Annex 1 to this Schedule. The Supplier acknowledges and agrees that (save to the extent otherwise provided in paragraphs 5 and 7 of this Schedule 3) the Contract Charges relevant to the performance and delivery of the Operational Services and the Core Services during the Initial Period (or such lesser period commencing on the Service Commencement Date and ending on the final day of the Contract Period, where this Contract terminates early in accordance with its terms) and (once the Authority Emerging Services Charges have been settled in writing in respect of any Authority Emerging Service(s)) relevant to the performance and delivery of that or those emerging service(s) cannot be increased.

3. COSTS AND EXPENSES

3.1 Save to the extent otherwise provided in paragraphs 5 and 7 of the main body of this Schedule 3, the Contract Charges include and shall include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Authority to the Supplier in respect of such performance, including in respect of matters such as any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges.

4. INVOICING PROCEDURE

4.1 The Authority shall pay the Supplier in arrears all undisputed sums properly due and payable to the Supplier under this Schedule 3 in cleared funds within thirty (30) days after the Authority's receipt of a Valid Invoice for the same, which:

(a) may only be submitted by the Supplier to the Authority after the Payment Period, in respect of which such sums are being claimed by the Supplier, has elapsed and for the purposes of this Contract no sum or sums payable in respect of that Payment Period shall become due and owing until such Payment Period has elapsed and such valid invoice has been submitted in accordance with this paragraph 4; and

(b) shall be submitted by the Supplier to the Authority in respect of that Payment Period within thirty (30) Working Days after the final calendar day of that

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Payment Period to the address specified in paragraph 4.3 of this Schedule 3 and in accordance with the provisions of this Contract.

4.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form, as the Authority may specify in writing):

(a) contains:

a. any unique purchase order reference number provided by the Authority;

b. the date of invoice;

c. the correct reference for this Contract;

d. the relevant Payment Period in respect of which such invoice is submitted;

e. a detailed breakdown and description of the Services to which the Contract Charges are applicable to the invoice relates;

f. details of any adjustment(s) made in compliance with the provisions of this Schedule where such adjustment(s) apply or applies to the Contract Charges detailed on the invoice;

g.

i. the applicable (having regard to the Payment Period, to which such charges relate) Fixed Operational Services Charge and Fixed Core Services Charge; and

ii. any Authority Emergent Services Charges relevant to the performance and delivery of any Authority Emergent Services in that Payment Period;

h. a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and

i. the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and

(b) shows separately:

a. the VAT added to the due and payable Contract Charges in accordance with Clause 16.4 of this Contract (VAT); and

b. the tax point date relating to the rate of VAT shown,

and is supported by any other documentation reasonably required by the Authority to substantiate that the invoice is a Valid Invoice.

4.3 The Supplier shall submit invoices directly to the following address:

DHSC Accounts Payable,
39 Victoria Street,
London SW1H OEW,

email: Redacted in acordance to Sec 40 , copied to Redacted in acordance to Sec 40 of the FOIA Redacted in acordance to Sec 40 of the FOIA or a substitute nominated in writing.

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5. ADJUSTMENT OF CONTRACT CHARGES

5.1 The Contract Charges in respect of the Operational Services and the Core Services and (once the Authority Emerging Services Charges in respect of any Authority Emerging Service(s)) may only be varied:

(a) due to a Specific Change in Law, in relation to which the Parties agree that a change is required to all or part of the Contract Charges in accordance with Clause 15.9 (Legislative Change);

(b) where all or part of the Contract Charges are reduced as a result of a review of Contract Charges in accordance with Clause 18 (Benchmarking); or

(c) where the Parties agree to a change in the Contract Charges in accordance with Clause 15.1 (Change).

6. INVESTMENT OF SUPPLIER ETC. COST SAVINGS IN THE SERVICES

6.1 The Supplier shall provide the Authority on the first Working Day of each Month (the **Relevant Month**) during the Contract Period with a written statement of:

(a) the aggregate of any and all forecast costs (such forecast being stated in the Tender) of the Supplier and each and any of all Sub-Contractors and any third party suppliers in respect of the provision of the Services relevant to that month;

(b) a breakdown of such costs with reference to the categories and sub-categories specified in the definition of "Costs" provided in Schedule 1; and

(c) such savings (if any) made by the Supplier and/or by any or all Sub-Contractors and any third party suppliers in respect of the provision of the Services in the Month (**RM^{-1}**) immediately preceding the Relevant Month, such savings as assessed with reference to such forecast costs of the Supplier and each and any of all Sub-Contractors and any third party suppliers as are stated in respect of RM^{-1} in the Tender (the **Relevant Costs Savings**) together with a breakdown of such costs savings with reference to such categories and sub-categories.

6.2 If in accordance with paragraph 6.1 the Supplier notifies the Authority of any Relevant Costs Savings:

(a) the Authority may direct the Supplier to invest such savings in the future performance and provision of any one or more Services with a view to improving the quality and efficiency of the Services overall and their supply to the Authority; and

(b) the Supplier shall promptly give effect to any such direction.

7. IMPLEMENTATION OF ADJUSTED CONTRACT CHARGES

7.1 Variations in accordance with the provisions of this Schedule to all or part the Contract Charges (as the case may be) shall be made by the Authority to take effect:

(a) in accordance with Clause 15.9 (Change) where an adjustment to the Contract Charges is made in accordance with paragraph 5.1(a) of this Schedule;

(b) in accordance with Clause 18 (Benchmarking) where an adjustment to the Contract Charges is made in accordance with paragraph 5.1(b) of this Schedule; or

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(c) in accordance with Clause 15.1 (Change) where an adjustment to the Contract Charges is made in accordance with paragraph 5.1(c) to this Schedule,

and the Parties shall amend the Contract Charges shown in Annex 1 to this Schedule to the extent necessary to reflect such variations.

8. PAYMENTS TO THE AUTHORITY

8.1 All payment(s) properly due and payable by the Supplier under this Contract to the Authority shall be made within thirty (30) days after the Supplier's receipt of the Authority's invoice for such amount(s), unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the Authority may from time to time direct in writing.

8.2 The Authority shall submit invoices directly to the following address:

University of Leeds
Accounts Payable
EC Stoner Building
Leeds
LS2 9JT.

Invoices should be submitted electronically to Redacted in acordance Invoices should reference a valid purchase order (PO) number provided by the Supplier.

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ANNEX 1: CONTRACT CHARGES

1. GENERAL

1.1 The Contract Charges applicable during (where this Contract is not terminated in accordance with its terms prior to the scheduled end of the Initial Period) the Initial Period or (where this Contract terminates early in accordance with its terms prior to the scheduled end of the Initial Period) such lesser period commencing on the Service Commencement Date and ending on the final day of the Contract Period) comprise:

(a) (during the period commencing on the Service Commencement Date and for the remainder of the Initial Period or (as applicable) such lesser period) the amounts payable by the Authority to the Supplier in arrears for providing any and all of the Operational Services, such amounts as calculated in accordance with paragraph 2 of this Annex 1;

(b) (during the period commencing on the Service Commencement Date and for the remainder of the Initial Period or (as applicable) such lesser period) the amounts payable by the Authority to the Supplier in arrears for providing any and all of the Core Services, such amounts as calculated in accordance with paragraph 3 of this Annex 1; and

(c) (during the period commencing on the Service Commencement Date and for the remainder of the Initial Period or (as applicable) such lesser period) charges for the Authority Emergent Services based on the calculation principles set out in paragraph 4 of this Annex 1 and payable in arrears.

1.2 The Contract Charges applicable during Extension Period 1 and Extension Period 2 shall be agreed between the Parties in accordance with or as otherwise stated in Clause 15 (Change).

1.3 The Contract Charges applicable in respect of the Supplier's required continued provision of the Services under Schedule 10 (Exit Management) shall be such amounts as calculated in accordance with paragraph 6 of Schedule 10 (Exit Management).

2. FIXED OPERATIONAL SERVICES CHARGE

2.1 Each amount identified in paragraph 1.1(a) of this Annex 1 shall be such fixed amount in respect of the Payment Period related to that amount:

(a) (where no adjustment applies in respect of that payment period in accordance with paragraph 7 of the main body of this Schedule 3 and/or paragraph 2.2 of this Annex 1) as is specified in the table immediately below:

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Q	A **Annual Period**	B **Payment Periods**	C **Amount (GPB) payable in respect of the Payment Period specified in the adjacent cell in Column B**
1	The **Service Commencement Date** up to (but excluding) the **first anniversary** of the Service Commencement Date	The Service Commencement Date up to (and including) 30th June 2024	Redacted in
2		1st July 2024 up to (and including) 30th September 2024	Redacted in
3		1st October 2024 up to (and including) 31st December 2024	Redacted in
4		1st January 2025 up to (and including) 31st March 2025	Redacted in
1	The **first anniversary** of the Service Commencement Date up to (but excluding) the **second anniversary** of the Service Commencement Date	1st April 2025 up to (and including) 30th June 2025	Redacted in
2		1st July 2025 up to (and including) 30th September 2025	Redacted in
3		1st October 2025 up to (and including) 31st December 2025	Redacted in
4		1st January 2026 up to (and including) 31st March 2026	Redacted in
1	The **second anniversary** of the Service Commencement Date up to (but excluding) the **third anniversary** of the Service Commencement Date	1st April 2026 up to (and including) 30th June 2026	Redacted in
2		1st July 2026 up to (and including) 30th September 2026	Redacted in
3		1st October 2026 up to (and including) 31st December 2026	Redacted in
4		1st January 2027 up to (and including) 31st March 2027	Redacted in
1	The **third anniversary** of the Service Commencement Date up to (but excluding) the **fourth anniversary** of the Service Commencement Date	1st April 2027 up to (and including) 30th June 2027	Redacted in
2		1st July 2027 up to (and including) 30th September 2027	Redacted in
3		1st October 2027 up to (and including) 31st December 2027	Redacted in

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Q	A	B	C
	Annual Period	**Payment Periods**	**Amount (GPB) payable in respect of the Payment Period specified in the adjacent cell in Column B**
4		1st January 2028 up to (and including) 31st March 2028	Redacted in
1	The **fourth anniversary** of the Service Commencement Date up to (but excluding) the **fifth anniversary** of the Service Commencement Date	1st April 2028 up to (and including) 30th June 2028	Redacted in
2		1st July 2028 up to (and including) 30th September 2028	Redacted in R
3		1st October 2028 up to (and including) 31st December 2028	Redacted in
4		1st January 2029 up to (and including) 31st March 2029	Redacted in

or

(b) (where an adjustment applies in respect of that payment period in accordance with paragraph 7 of the main body of this Schedule 3 and/or paragraph 2.2 of this Annex 1) as is specified in the table immediately above as so adjusted,

(each such fixed amount being the **Fixed Operational Services Charge**), which (as so adjusted) shall be invoiced by the Supplier in accordance with paragraph 4 above of the main body of this Schedule.

2.2 Where the Operational Services end in accordance with the provisions of this Contract on a day other than the last day of any Payment Period specified in the table set out in paragraph 2.1(a), the relevant amount specified in that table in respect of that period shall be pro-rated based on the proportion of the number of days in that period for which the Operational Services are provided bears to the total number of days in that period.

3. FIXED CORE SERVICES CHARGE

3.1 Each amount identified in paragraph 1.1(b) of this Annex 1 shall be such fixed amount in respect of the Payment Period related to that amount:

(a) (where no adjustment applies in respect of that payment period in accordance with paragraph 7 of the main body of this Schedule 3 and/or paragraph 3.2 of this Annex 1) as is specified in the table immediately below:

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Q	A **Annual Period**	B **Payment Periods**	C **Amount (GPB) payable in respect of the Payment Period specified in the adjacent cell in Column B**
1	The **Service Commencement Date** up to (but excluding) the **first anniversary** of the Service Commencement Date	The Service Commencement Date up to (and including) 30th June 2024	Redacted in
2		1st July 2024 up to (and including) 30th September 2024	Redacted in
3		1st October 2024 up to (and including) 31st December 2024	Redacted in
4		1st January 2025 up to (and including) 31st March 2025	Redacted in
1	The **first anniversary** of the Service Commencement Date up to (but excluding) the **second anniversary** of the Service Commencement Date	1st April 2025 up to (and including) 30th June 2025	Redacted in
2		1st July 2025 up to (and including) 30th September 2025	Redacted in
3		1st October 2025 up to (and including) 31st December 2025	Redacted in
4		1st January 2026 up to (and including) 31st March 2026	Redacted in
1	The **second anniversary** of the Service Commencement Date up to (but excluding) the **third anniversary** of the Service Commencement Date	1st April 2026 up to (and including) 30th June 2026	Redacted in
2		1st July 2026 up to (and including) 30th September 2026	Redacted in
3		1st October 2026 up to (and including) 31st December 2026	Redacted in
4		1st January 2027 up to (and including) 31st March 2027	Redacted in
1	The **third anniversary** of the Service Commencement Date up to (but excluding) the **fourth anniversary** of the Service Commencement Date	1st April 2027 up to (and including) 30th June 2027	Redacted in
2		1st July 2027 up to (and including) 30th September 2027	Redacted in
3		1st October 2027 up to (and including) 31st December 2027	Redacted in

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Q	A	B	C
	Annual Period	**Payment Periods**	**Amount (GPB) payable in respect of the Payment Period specified in the adjacent cell in Column B**
4		1st January 2028 up to (and including) 31st March 2028	Redacted in
1	The **fourth anniversary** of the Service Commencement Date up to (but excluding) the **fifth anniversary** of the Service Commencement Date	1st April 2028 up to (and including) 30th June 2028	Redacted in
2		1st July 2028 up to (and including) 30th September 2028	Redacted in
3		1st October 2028 up to (and including) 31st December 2028	Redacted in
4		1st January 2029 up to (and including) 31st March 2029	Redacted in

or

(b) (where an adjustment applies in respect of that payment period in accordance with paragraph 7 of the main body of this Schedule 3 and/or paragraph 3.2 of this Annex 1) as is specified in the table immediately above as so adjusted,

(each such fixed amount being the **Fixed Core Services Charge**), which (as so adjusted) shall be invoiced by the Supplier in accordance with paragraph 4 above of the main body of this Schedule.

3.2 Where the Core Services end in accordance with the provisions of this Contract on a day other than the last day of any Payment Period specified in the table set out in paragraph 3.1(a) of this Annex 1, the relevant amount specified in that table in respect of that period shall be pro-rated based on the proportion of the number of days in that period for which the Core Services are provided bears to the total number of days in that period.

4. AUTHORITY EMERGENT SERVICES

4.1 If the Authority gives notice pursuant to Clause 6.11 (Authority Emergent Services) that it requires the Supplier to provide any Authority Emergent Services, the Authority Emergent Services Charges in respect of those Authority Emergent Services shall be based on any one or more of the following pricing mechanism:

(a) "fixed price";

(b) "time and materials";

(c) "capped price"; and/or

(d) "risk and reward".

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4.2 The payment mechanism and profile shall be decided by the Authority at its sole and absolute discretion in accordance with paragraph 5.1 of Schedule 21.

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SCHEDULE 4 SUPPLIER PERSONNEL

Part A

The Supplier has assigned the following Key Personnel to this Contract in the Key Roles detailed below:

Position	*Name*	*Contact Details*	*Role / responsibilities*
Redacted Redacted in	Redacted in	NIHR CRN Coordinating Centre, 21 Queen Street, Leeds LS1 2TW Redacted in	Redacted in acordance to Redacted in acordance to Sec 40 of the FOIA Redacted in acordance

Part B

The following table specifies the Supplier Personnel's FTE posts:

Post	*Number*
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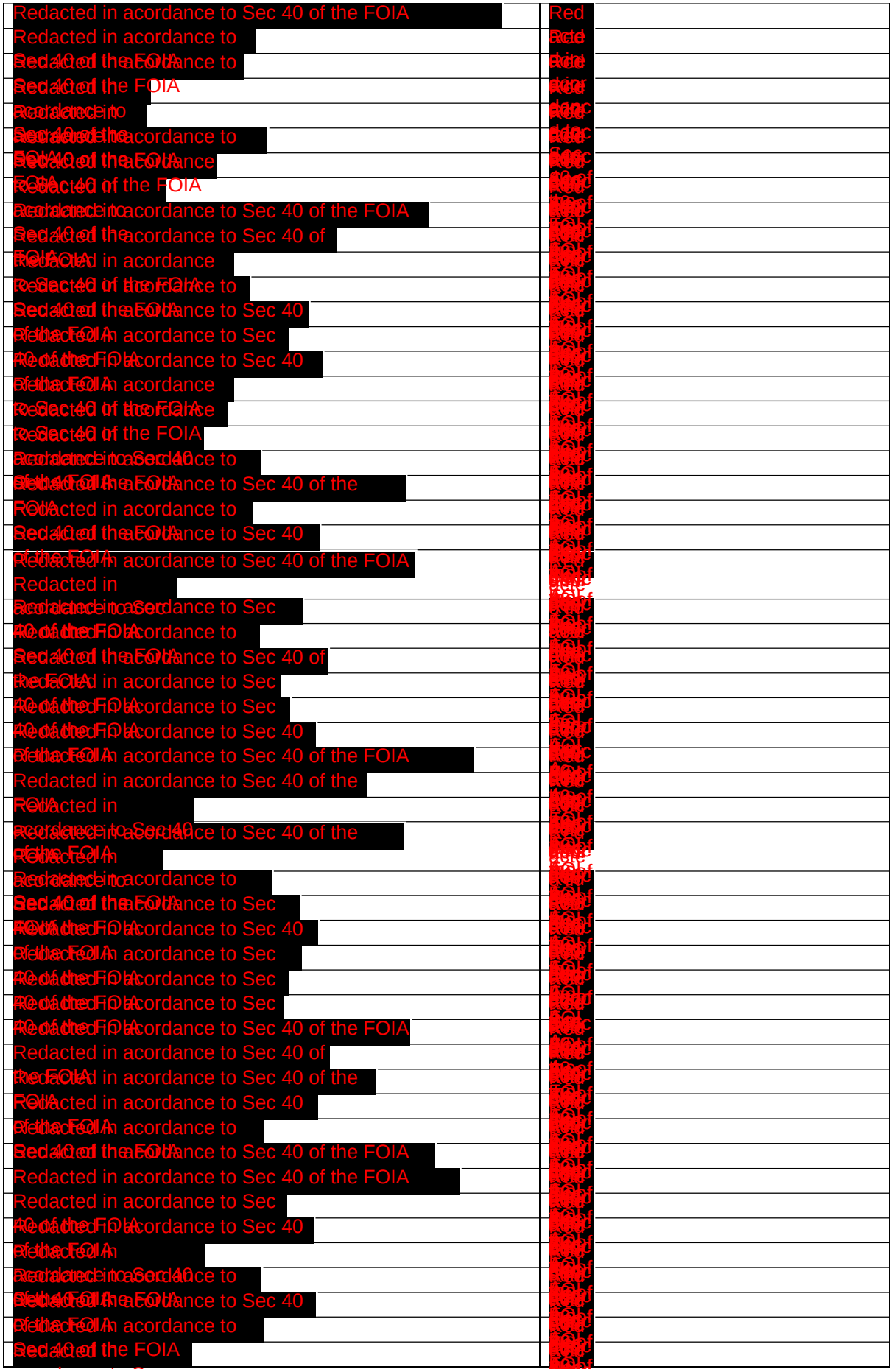

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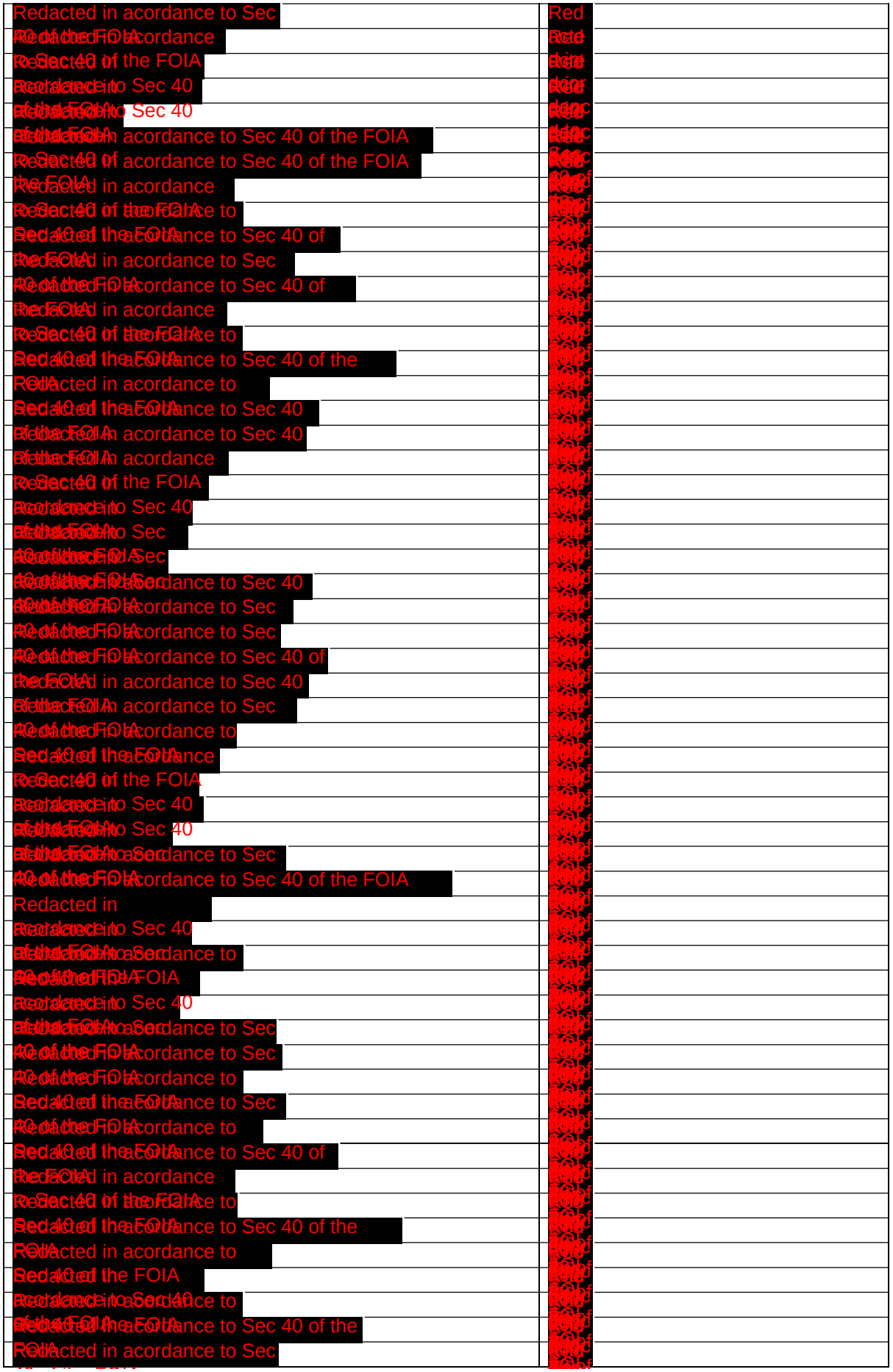
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SCHEDULE 5 TESTING

1. INTRODUCTION

1.1 This Schedule (Testing) sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plans.

1.2 It also sets out the Satisfaction Certification at Annex 1.

1. TESTING OVERVIEW

1.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy and the Test Plans.

1.2 An agent or contractor appointed by the Authority may perform on-going quality audits in respect of any part of the Testing in accordance with paragraph 6.1 of this Schedule.

1.3 Any disputes between the Supplier and the Authority regarding this Testing shall be referred to the Dispute Resolution Procedure.

2. TEST STRATEGY

2.1 The Supplier shall develop the final Test Strategy as soon as practicable, but in any case no later than sixty (60) Working Days (or such other period as the Parties may agree in writing) after the Contract Commencement Date.

2.2 The final Test Strategy shall include:

(a) an overview of how Testing will be conducted;

(b) the process to be used to capture and record Test results and the categorisation of Test Issues;

(c) the procedure to be followed should a Deliverable fail a Test or where a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

(d) the procedure to be followed to sign off each Test; and

(e) the process for the production and maintenance of reports relating to Tests.

3. TEST PLANS

3.1 The Supplier shall develop Test Plans for the Approval of the Authority as soon as practicable but in any case no later than sixty (60) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the Service Commencement Date.

3.2 Each Test Plan shall include as a minimum:

(a) the relevant Test definition, the purpose of the Test, the requirement to which it relates, the requirements being Tested;

(b) a detailed procedure for the Tests to be carried out, including:

a. the timetable for the Tests including start and end dates;

b. the Testing mechanism;

c. dates and methods by which the Authority can inspect Test results;

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d. the mechanism for ensuring the quality, completeness and relevance of the Tests;

e. the process with which the Authority will review Test Issues and progress on a timely basis; and

f. the re-Test procedure, the timetable and the resources which would be required for re-Testing.

3.3 The Authority shall not unreasonably withhold or delay its Approval of the Test Plans and the Supplier shall implement any reasonable requirements of the Authority in the Test Plans.

4. TESTING

4.1 Each Party shall bear its own costs in respect of any and all Testing.

4.2 If the Supplier successfully completes the requisite Tests, the Authority shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Services are implemented in accordance with this Contract.

5. TEST ISSUES

5.1 Where a Test Issue is identified by the Supplier, the Parties shall agree how such Test Issue shall be dealt with and any failure to agree by the Parties shall be resolved in accordance with the Dispute Resolution Procedure.

6. TEST QUALITY AUDIT

6.1 Without prejudice to its rights pursuant to Clause 14 (Records, Audit Access and Open Book Data), the Authority or an agent or contractor appointed by the Authority may perform on-going quality audits in respect of any part of the Testing.

6.2 If the Authority has any concerns following an audit in accordance with paragraph 6.1 above, the Authority will discuss such concerns with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities, and subsequently prepare a written report for the Supplier detailing the same to which the Supplier shall, within a reasonable timeframe, respond in writing.

6.3 In the event of an inadequate response to the written report from the Supplier, the Authority (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

7. OUTCOME OF TESTING

7.1 The Authority will issue a Satisfaction Certificate in connection with any Achievement.

7.2 If the Supplier fails to complete successfully any Test, then (without prejudice to the Authority's rights and remedies under and in connection with this Contract), the Supplier shall rectify the cause of such failure and re-submit the Deliverables (or the relevant part) to Testing.

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ANNEX 1: SATISFACTION CERTIFICATE

To:
From: The Secretary of State for Health and Social Care

[*insert Date dd/mm/yyyy*]

Dear [•],

SATISFACTION CERTIFICATE

We refer to the agreement (the **Contract**) relating to the provision of the Services between the Secretary of State for Health and Social Care (the **Authority**) and *[insert name of supplier]*(the **Supplier**) dated [•].

The definitions for terms capitalised in this certificate are set out in this Contract.

We confirm on behalf of the Authority that all the Deliverables relating to [•] have been tested successfully in accordance with the Testing Strategy Plan relevant to those Deliverables.

Yours sincerely,

[•]

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SCHEDULE 6 PERFORMANCE MEASUREMENT AND MONITORING

PART A: PERFORMANCE INDICATORS

1. PERFORMANCE INDICATORS

1.1 Annex 1 to Part A of this Schedule sets out the Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.

1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B to this Schedule.

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ANNEX 1 TO PART A

1. RDNCC PERFORMANCE INDICATORS

1.1 RDNCC Performance Indicators as set out below are specific to the performance of the RDNCC. These will be considered "Publishable Performance Information" meaning any of the information in performance monitoring reporting as it relates to a Performance Indicator in the table shall not constitute Commercially Sensitive Information.

Indicator	Performance Monitoring Period (based (where other than referring to the Contract Period) on the Authority's financial year)	Performance Failure Level 1	Performance Failure Level 2	Performance Failure Level 3
Supplier Personnel FTE posts filled in accordance with Clause 20 with personnel in such posts performing their roles as stated in Part B of Schedule 4 or as agreed between the Parties in writing from time to time	Quarterly	Any percentage figure between (but excluding) 95% and (but excluding) 100% of such FTE posts filled with such personnel in such posts performing their respective roles	Any percentage figure between (and including) 90% and (and including) 95% of such FTE posts filled with such personnel in such posts performing their respective roles	<90% of such FTE posts filled with such personnel in such posts performing their respective roles
Key Personnel not available or not performing their roles as specified in Part A of Schedule 4 for a period	Quarterly	Any percentage figure of such personnel between 0% and (including) 15%.	N/A	Any percentage figure of such personnel above 15%.

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Indicator	Performance Monitoring Period (based (where other than referring to the Contract Period) on the Authority's financial year)	Performance Failure Level 1	Performance Failure Level 2	Performance Failure Level 3
exceeding 2 weeks				
RDNCC financial efficiency: RDNCC spend as a proportion of overall RDN budget	Annually	Any percentage figure between (and including) 8% and (and including) 10%	N/A	Any percentage figure above 10%
Meets the Authority's requests for briefings and information within the time limits specified by the Authority	Quarterly	Less than 100% of requests, but more than (and including) 98% of requests, met by their respective, specified deadlines and, where in respect of any such request(s) the specified deadline(s) is/are exceeded, 100% of all requests met within 24 hours after the specified deadlines	Less than 98% of requests, but more than (and including) 95% of requests, met by their respective, specified deadlines and, where in respect of any such request(s) the specified deadline(s) is/are exceeded, 100% of requests met within 48 hours after the specified deadlines	Less than 95% of requests met by their respective, specified deadlines, or, where in respect of any such request(s) the specified deadline(s) is/are exceeded, less than 100% delivered within 48 hours after the specified deadlines
Customer satisfaction of the RDNCC (method to collate customer	Annually	Any percentage figure below 90% and above (and including) 80% of feedback	Any percentage figure between 80% and (and including) 60% of feedback reports from	Any percentage figure below 60% of feedback reports from NIHR RDN

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Indicator	Performance Monitoring Period (based (where other than referring to the Contract Period) on the Authority's financial year)	Performance Failure Level 1	Performance Failure Level 2	Performance Failure Level 3
satisfaction being agreed with the Authority prior to the Service Commencement Date)		reports from NIHR RDN customer satisfaction being "good" or "very good"	NIHR RDN customer satisfaction being "good" or "very good"	customer satisfaction being less than "good" or "very good"
RRDNs delivering performance in accordance with their respective RRDN Host Contracts (including expenditure in line with agreed allocations) and objectives set out in the Performance and Operating Framework	Annually	N/A	Any failure by the Supplier to notify the Authority of any failure(s) by any RRDN(s) to meet the objectives specified in the Performance and Operating Framework and/or to discharge its or their obligations provided in its or their respective RRDN Host Agreements	Any failure by the Supplier to implement any instruction(s) provided by the Authority relating to any failure(s) by any RRDN(s) to meet the objectives specified in the Performance and Operating Framework and/or to discharge its or their obligations provided in its or their respective RRDN Host Agreements
Financial management of the RDNCC: variance in actual expenditure	Quarterly	RDNCC expenditure varies over 1% but no more than +/- 2%	RDNCC expenditure varies over 2%, but no more than +/- 5%	RDNCC expenditure varies +/- >5%

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Indicator	Performance Monitoring Period (based (where other than referring to the Contract Period) on the Authority's financial year)	Performance Failure Level 1	Performance Failure Level 2	Performance Failure Level 3
to annual budgets agreed in Q0 of every financial year, unless agreed in writing with the Authority				
Audit results (DHSC) – compliance and supplying of information	Contract Period – following the conduct of any audit conducted in accordance with Clause 14	N/A	NA	Non-compliance with the findings of the audit
Targets and deliverables (as set out in the Annual Business Plan as approved by the Authority in accordance with paragraph 8 of Schedule 21 or as otherwise agreed in writing between the Parties) met to agreed time and quality standards	Quarterly	Any percentage figure between (and including) 99% and (and including) 90% of such targets and deliverables met	Any percentage figure between (and including) 89.99% and (and including) 80% of such targets and deliverables met	Less than 80% met of such tasks and deliverables met

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Indicator	Performance Monitoring Period (based (where other than referring to the Contract Period) on the Authority's financial year)	Performance Failure Level 1	Performance Failure Level 2	Performance Failure Level 3
Fully operational helpdesk (Schedule 2 (Services), paragraph 2.6(b)(vi))	Quarterly			Any failure by the Supplier to discharge its obligation provided in paragraph 2.6(b)(vi) of Schedule 2.
ICT systems operations and availability (Schedule 2 (Services), paragraph 2.6(b)(vii) and (viii) and 2.6(c) of Schedule 2)	From and including the Service Commencement Date for the remainder of Contract Period	N/A	Any failure by the Supplier to discharge its obligation provided in paragraph 2.6(c) of Schedule 2 and/or Where any ICT system is not operational and/or available at any time for (in either case) a period of 12 hours or more, but less than 48 hours	Any failure by the Supplier to discharge its obligation provided in paragraph 2.6(b)(vii) or (viii) of Schedule 2 and/or Where any ICT system is not operational at any time and/or available at any time for (in either case) a period of more than 48 hours
Full Supplier staff anti-fraud training completion	Quarterly	Any percentage figure between (and including) 90% and (and including) 95% of (excluding in	Any percentage figure less than 90% of (excluding in each case those within their	N/A

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Indicator	Performance Monitoring Period (based (where other than referring to the Contract Period) on the Authority's financial year)	Performance Failure Level 1	Performance Failure Level 2	Performance Failure Level 3
		each case those within their respective probationary periods) directors, officers and employees of the Supplier, who have completed such anti-fraud training in that Quarterly period.	respective probationary periods) directors, officers and employees of the Supplier, who have completed such anti-fraud training in that Quarterly period.	
Social Value	To be settled in accordance with the processes set out in paragraph 7 of Schedule 21.	To be settled in accordance with the processes set out in paragraph 7 of Schedule 21	To be settled in accordance with the processes set out in paragraph 7 of Schedule 21	To be settled in accordance with the processes set out in paragraph 7 of Schedule 21

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PART B: PERFORMANCE MONITORING

1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

1.1 In addition to any requirements in Schedule 21, the Supplier shall implement all measurement and monitoring tools and procedures necessary to measure, monitor and report on the Supplier's performance of the provision of the Services against the applicable Performance Indictors at a level of detail sufficient to verify compliance with the Performance Indictors including but not limited to the provisions as set out in paragraph 3 of this Part B.

2. PERFORMANCE MONITORING SYSTEM

TENDERER'S RESPONSE (FROM THE TENDER)

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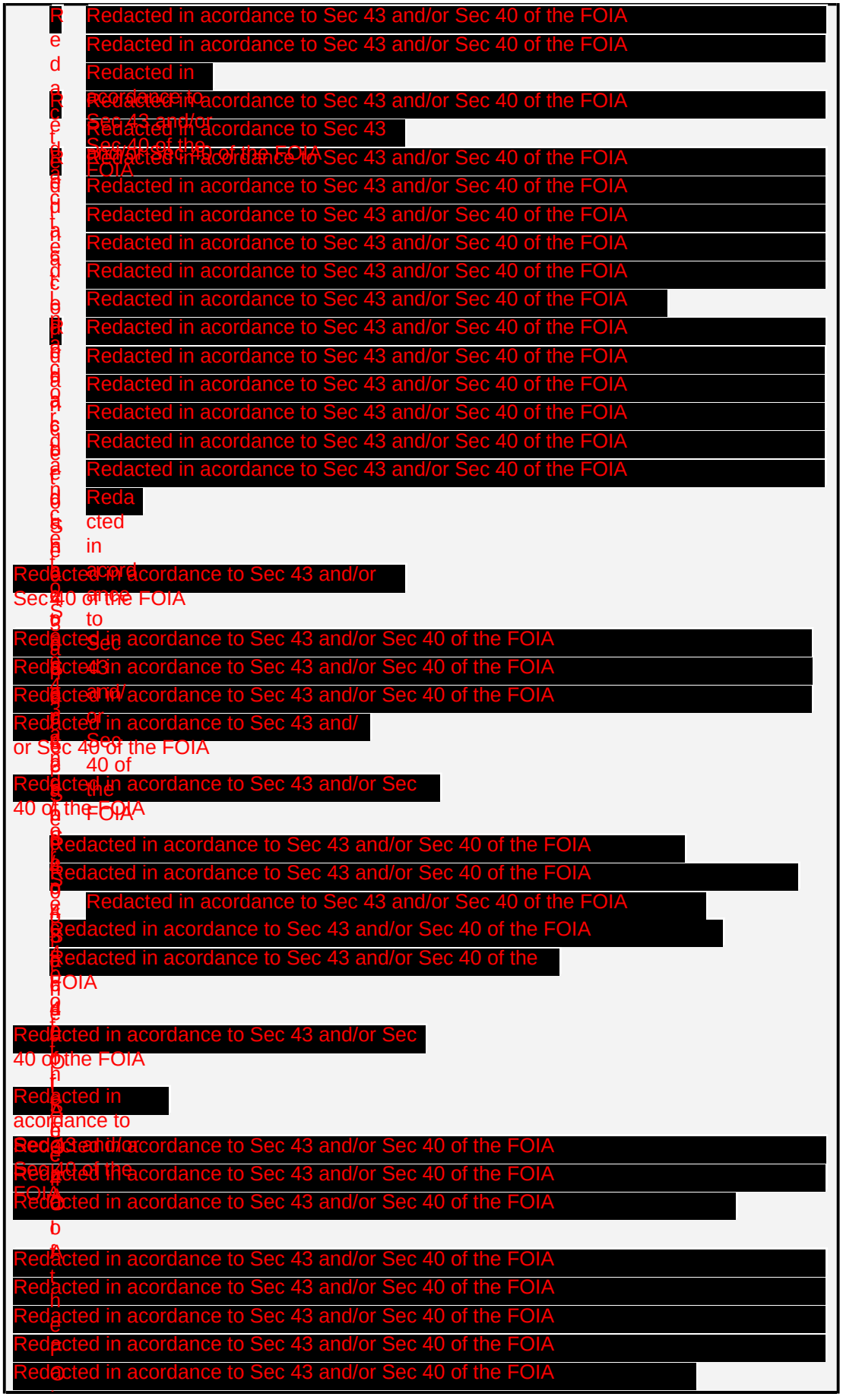
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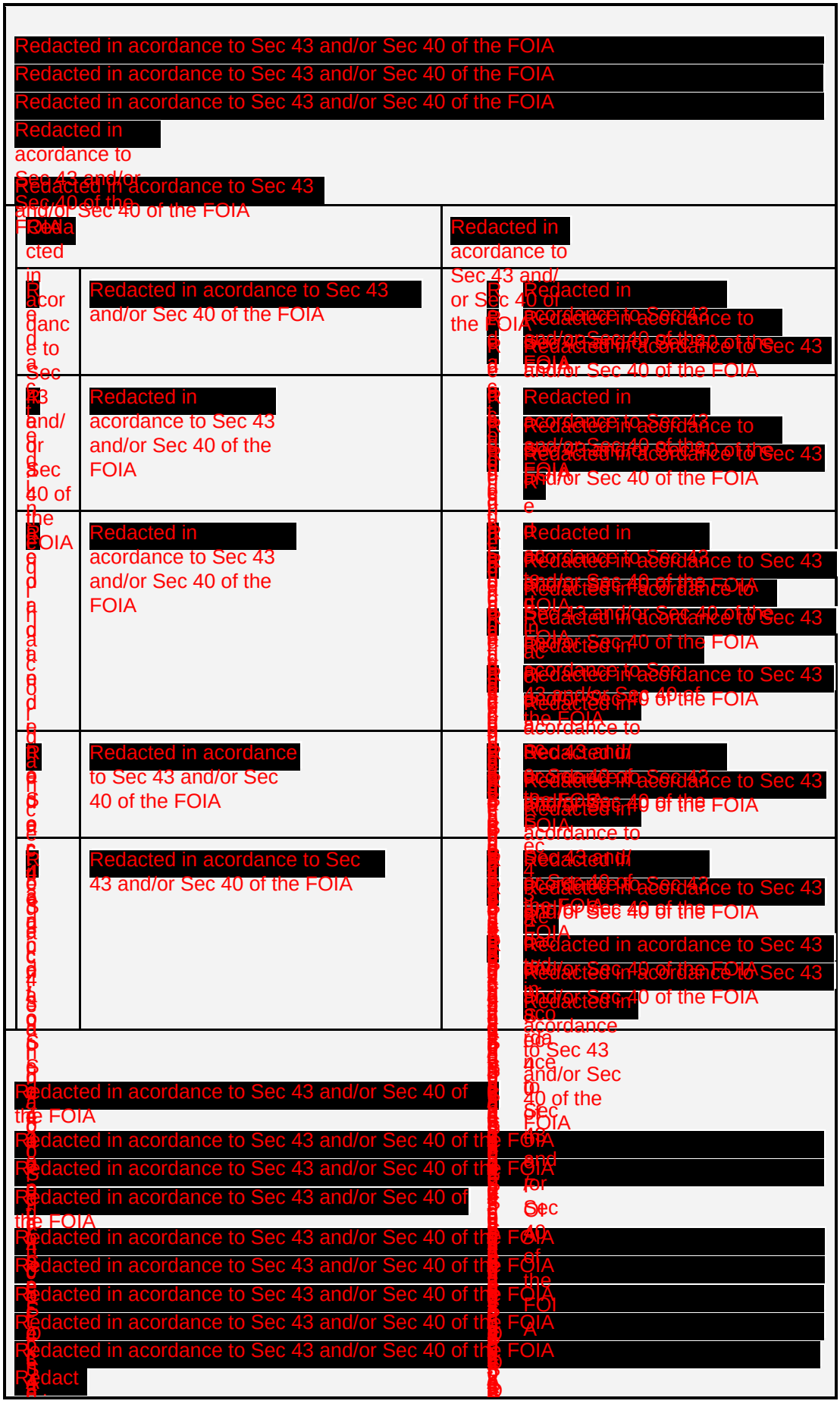
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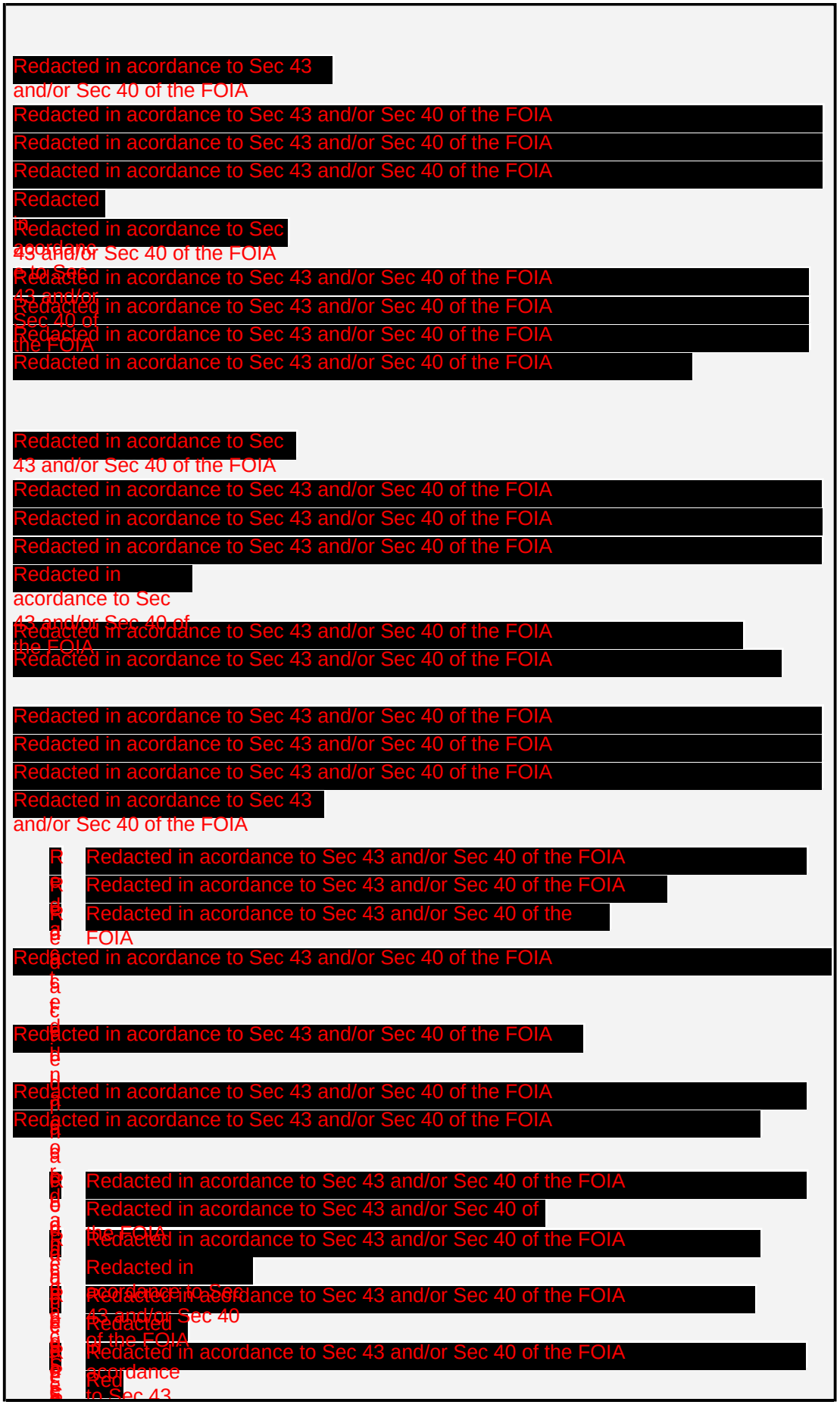
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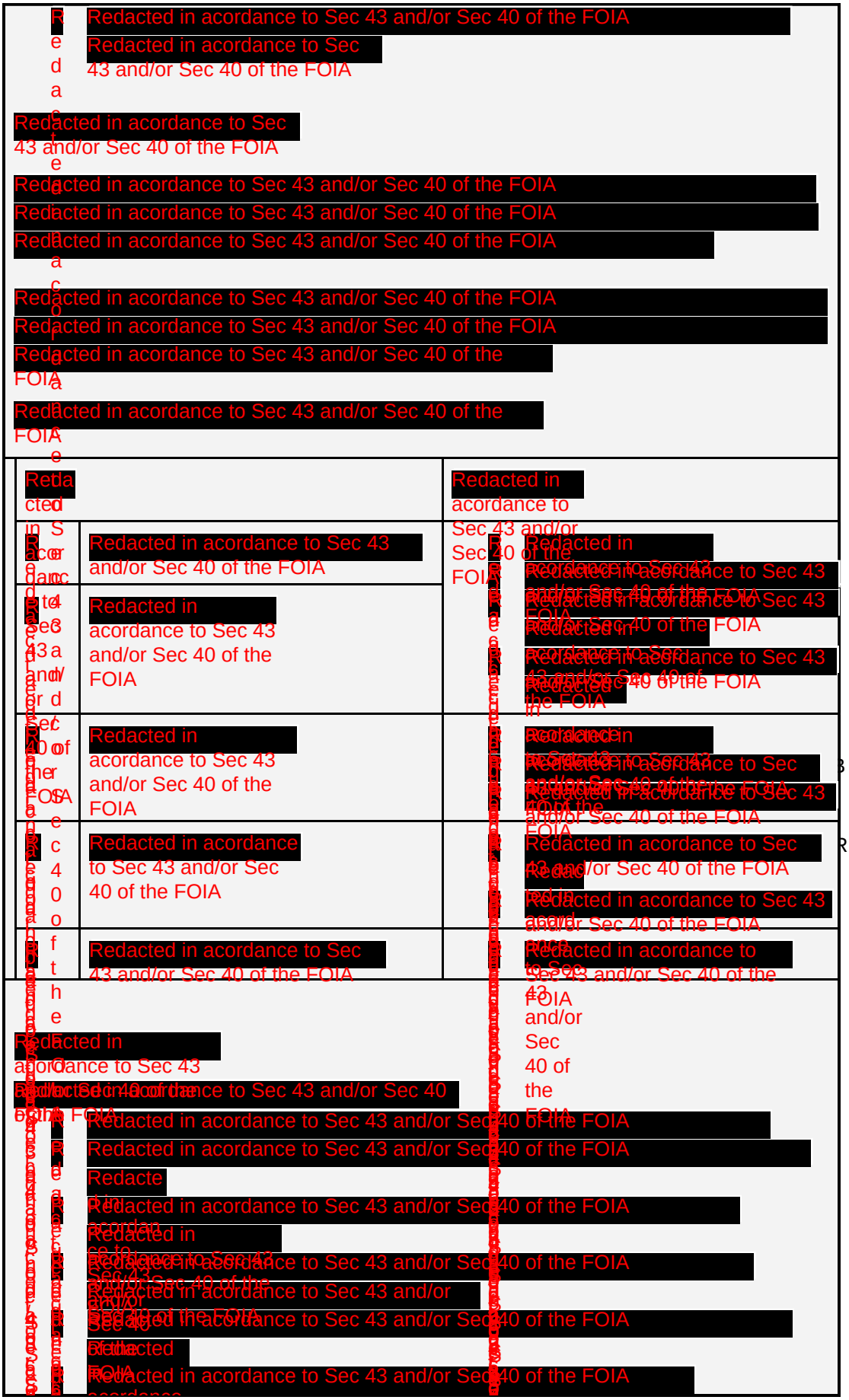
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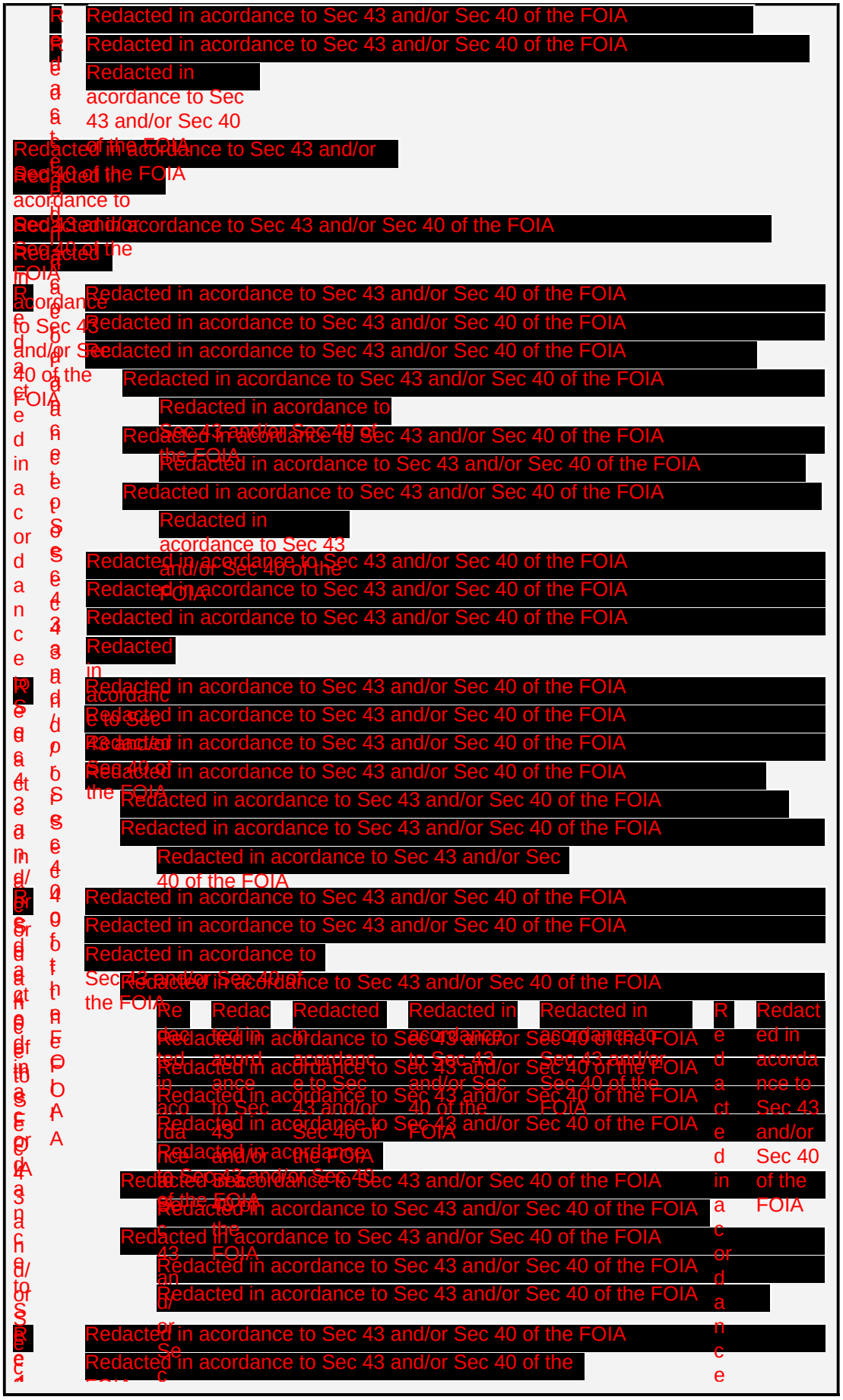

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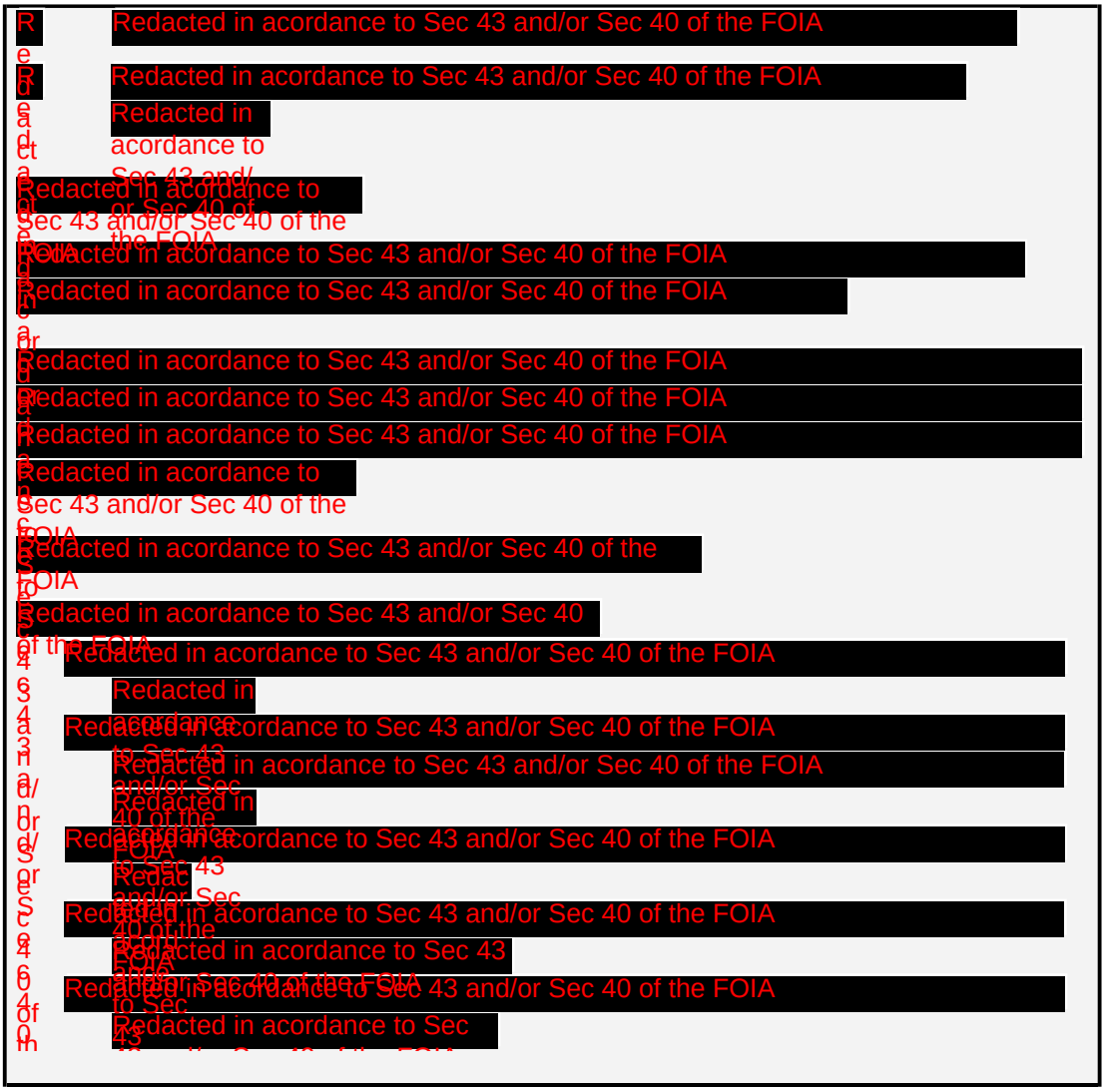

3. GENERAL

3.1 The Authority shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Performance Indicators.

3.2 The Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance by the Supplier.

3.3 Unless the Authority specifies otherwise, the Supplier shall obtain Approval of the relevant measuring and monitoring tools and procedures prior to using the same.

3.4 In order to assess the level of performance of the Supplier, the Authority may undertake satisfaction surveys in respect of the Supplier's provision of the Services.

3.5 The Authority shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

3.6 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 12 of this Contract (Continuous Improvement).

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3.7 The Authority shall have the right to audit and inspect performance monitoring information as detailed further in Clause 14.2(b)o.

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SCHEDULE 7 STANDARDS

1. STANDARDS

1.1 The Supplier shall at all times during the Contract Period comply with the Standards, including, but not limited to, the following:

(a) any Standards referred to in Schedule 3;

(b) ISO 22301 Code of Practice for Business Continuity Management (or equivalent);

(c) ISO/IEC 27031:2011 (or equivalent);

(d) ISO 22301 (or equivalent);

(e) ISO27001 (or equivalent);

(f) ISO 27001 Information Security Management standard (or equivalent);

(g) Government Security Standards policy (dated: 2021) (or equivalent);

(h) PRINCE2 and MSP methodologies or equivalent methodologies;

(i) "Eligibility Criteria for NIHR Clinical Research Network Support" (www.crn.nihr.ac.uk/researchers/processes/portfolio/p_eligibility) (or equivalent);

(j) Attributing the costs of health and social care research and development' (AcoRD)(www.gov.uk/government/publications/guidance-on-attributing-the-costs-of-health-and-social-care-research);

(k) the NHS Constitution (https://www.gov.uk/government/publications/the-nhs-constitution-for-england/the-nhs-constitution-for-england);

(l) the NIHR branding guidance from time to time as issued by the Authority;

(m) the research governance framework from time to time as issued by the Authority; and

(n) any standards imposed from time to time under NIHR's Digital Strategy,

including any subsequent amendment(s) or replacement of such Standards.

1.2 Throughout the Contract Period the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Authority, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure. Any change to an existing Standard which is included in this Schedule 7 (Standards) shall, in addition, require the Approval of the Authority.

1.3 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's receipt of the Services is explained to the Authority (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

1.4 Where a standard, policy or document is referred to in Schedule 7 (Standards) by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall agree the impact of such change.

1.5 Where Standards referenced conflict with each or any other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier.

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Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

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SCHEDULE 8 SECURITY

1. DEFINITIONS

1.1 In this Schedule 8 the following definitions shall apply:

Breach of Security	means the occurrence of: (a) any unauthorised access to or use of the Services, the Sites and/or any Information and Communication Technology (**ICT**), any Confidential Information, Authority Data and/or any other information or data used by the Authority and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any Confidential Information, Authority Data and/or any other information or data, including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract, in either case as more particularly set out in the security requirements in the Security Policy;
ISMS	the information security management system and process developed by the Supplier in accordance with paragraph 3 (ISMS) of this Schedule 8 and as updated from time to time in accordance with this Schedule 8; and
Security Tests	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. INTRODUCTION

2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan is to ensure a good organisational approach to security, under which the specific requirements of this Contract will be met.

2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

(a) Redacted in acordance to Sec 40 of the FOIA; and

(b) Redacted in, who is the Supplier's Redacted in.

2.3 The Authority shall clearly articulate its high-level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigation are driven by these fundamental needs.

2.4 Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.

2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Authority Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Authority Data remains under the effective control of the Supplier at all times.

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2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Authority.

2.7 The Authority and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Authority's security provisions represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the Parties.

3. ISMS

3.1 The Supplier shall develop and submit to the Authority for the Authority's Approval, within twenty (20) working days after the Contract Commencement Date or such other date as agreed between the Parties in writing an ISMS.

3.2 The Supplier acknowledges that the Authority places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The ISMS shall:

(a) unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Sites, any ICT, information and data (including the Authority's Confidential Information and the Authority Data) to the extent used by the Authority or the Supplier in connection with this Contract;

(b) meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with paragraph 7 of this Schedule 8; and

(c) at all times provide a level of security which:

a. is in accordance with the Law and this Contract;

b. as a minimum demonstrates Good Industry Practice;

c. complies with the Security Policy;

d. complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/255910/HMG_Security_Policy_Framework_V11.0.pdf);

e. takes account of guidance issued by the National Protective Security Authority (https://www.npsa.gov.uk/advice-guidance);

f. complies with HMG Information Assurance Maturity Model and Assurance Framework (http://www.cesg.gov.uk/publications/Documents/iamm-assessment-framework.pdf);

g. meets any specific security threats of immediate relevance to the Services and/or Authority Data; and

h. complies with the Authority's ICT policies;

(d) document the security incident management processes and incident response plans;

(e) document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware; and

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(f) be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Security Management Plan).

3.4 Subject to Clause 26 (Security and Protection of Information) of this Contract, the references to Standards, guidance and policies contained or set out in paragraph 3.3 of this Schedule 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.

3.5 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in paragraph 3.3 of this Schedule, the Supplier shall immediately notify the Authority Representative of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

3.6 If the ISMS submitted to the Authority pursuant to paragraph 3.1 of this Schedule is Approved by the Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for Approval. The Parties shall 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 (or such other period as the Parties may agree in writing) from the date of the first submission of the ISMS to the Authority. If the Authority does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Authority pursuant to this paragraph 3 of this Schedule may be unreasonably withheld or delayed. However, any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in paragraphs 3.3 to 3.5 of this Schedule shall be deemed to be reasonable.

3.7 Approval by the Authority of the ISMS pursuant to paragraph 3.6 of this Schedule or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. SECURITY MANAGEMENT PLAN

4.1 Within twenty (20) Working Days after the Contract Commencement Date the Supplier shall prepare and submit to the Authority for Approval in accordance with paragraph 4 of this Schedule a fully developed, complete and up-to-date Security Management Plan.

4.2 The Security Management Plan shall:

(a) comply with the Security Policy;

(b) identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

(c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Authority with access to the Services, processes associated with the delivery of the Services, the Sites and any ICT, Information and data (including the Authority's Confidential Information and the Authority Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;

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(d) unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Sites and any ICT, Information and data (including the Authority's Confidential Information and the Authority Data) to the extent used by the Authority or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;

(e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule 8 (including the requirements set out in paragraph 3.3 of this Schedule);

(f) set out the plans for transiting all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

(g) be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and

(h) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Authority pursuant to paragraph 3.1 of this Schedule is Approved by the Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for Approval. The Parties shall 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 (or such other period as the Parties may agree in writing) from the date of the first submission to the Authority of the Security Management Plan. If the Authority does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Authority pursuant to this paragraph may be unreasonably withheld or delayed. However, any failure to approve the Security Management Plan because it does not comply with the requirements set out in paragraph 4.2 of this Schedule shall be deemed reasonable.

4.4 Approval by the Authority of the Security Management Plan pursuant to paragraph 4.3 of this Schedule or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN

5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:

(a) emerging changes in Good Industry Practice;

(b) any change or proposed change to Services and/or associated processes;

(c) any changes to the Security Policy;

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(d) any new perceived or changed security threats; and

(e) any reasonable change in requirement requested by the Authority.

5.2 The Supplier shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Authority. The results of the review shall include, without limitation:

(a) suggested improvements to the effectiveness of the ISMS;

(b) updates to the risk assessments;

(c) proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security; and

(d) suggested improvements in measuring the effectiveness of controls.

5.3 Subject to paragraph 5.4 of this Schedule, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to paragraph 5.1 of this Schedule, whether a Authority request or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Authority.

5.4 The Authority may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or 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 for the purposes of this Contract.

6. SECURITY TESTING

6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Services to meet the Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

6.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of such Security Tests (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Test.

6.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Contract, the Authority and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Authority may notify the Supplier of the results of such tests after completion of each such test. If any such Authority's test causes a Performance Failure, the Supplier shall be granted relief against any such failure for the period of the Authority's test.

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6.4 Where any Security Test carried out pursuant to paragraphs 6.2 or 6.3 of this Schedule reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Authority's Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Authority.

6.5 If any repeat Security Test carried out pursuant to paragraph 6.4 of this Schedule reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a Default of this Contract.

7. ISMS COMPLIANCE

7.1 The Authority shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001, ISO/IEC27002 and the Security Policy.

7.2 If, on the basis of evidence provided by such security audits, it is the Authority's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001, ISO/IEC27002 and the Security Policy are not being achieved by the Supplier, then the Authority shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Authority shall have the right to obtain an independent audit against these standards in whole or in part.

7.3 If, as a result of any such independent audit as described in paragraph 7.2 of this Schedule the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001, ISO/IEC27002 and/or the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit.

8. BREACH OF SECURITY

8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 8.1 of this Schedule, the Supplier shall:

(a) immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:

(i) minimise the extent of actual or potential harm caused by any Breach of Security;

(ii) remedy such Breach of Security to the extent necessary protect the integrity of the Authority Property and/or Authority Assets to the

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extent within its control against any such Breach of Security or any potential or attempted Breach of Security;

(iii) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Services so as to meet the relevant Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Authority, acting reasonably, may specify by written notice to the Supplier;

(iv) prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure; and

(v) supply any requested data to the Authority (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

(b) as soon as reasonably practicable provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

8.3 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 ISMS with the Security Policy or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Authority.

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SCHEDULE 9 BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

1.1 In this Schedule the following definitions shall apply:

Business Continuity Plan	has the meaning given to it in paragraph 2.2(a)b of this Schedule;
Business Continuity Services	has the meaning given to it in paragraph 4.2(b) of this Schedule;
Disaster	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof, will be unavailable for a period of at least 5 (five) Working Days or which is reasonably anticipated will mean that the provision of the Services or a material part thereof will be unavailable for that period or more;
Disaster Recovery Plan	has the meaning given to it in 2.2(a)c of this Schedule;
Disaster Recovery Services	the services embodied in the processes and procedures for restoring the Services following the occurrence of a disaster;
Disaster Recovery System	the system identified by the Supplier in the Tender which shall be used for the purpose of delivering the Disaster Recovery Services;
Review Report	has the meaning given to it in paragraph 6.2 of this Schedule; and
Supplier's Proposals	has the meaning given to it in paragraph 6.2(c) of this Schedule.

2. BCDR PLAN

2.1 Within thirty (30) Working Days from the Contract Commencement Date the Supplier shall prepare and deliver to the Authority for the Authority's Approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to ensure:

(a) continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

(b) the recovery of the Services in the event of a Disaster.

2.2 The BCDR Plan shall:

(a) be divided into three parts:

a. Part A, which shall set out general principles applicable to the BCDR Plan;

b. Part B, which shall relate to business continuity (the **Business Continuity Plan**); and

c. Part C, which shall relate to disaster recovery (the **Disaster Recovery Plan**); and

(b) unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5 of this Schedule.

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2.3 Following receipt of the draft BCDR Plan from the Supplier the Authority shall:

(a) review and comment on the draft BCDR Plan as soon as reasonably practicable; and

(b) notify the Supplier in writing that the Authority approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date, on which the draft BCDR Plan is first delivered to the Authority.

2.4 If the Authority rejects the draft BCDR Plan:

(a) the Authority shall inform the Supplier in writing of the Authority's reasons for its rejection; and

(b) the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Authority's comments) and re-submit a revised draft BCDR Plan to the Authority for the Authority's Approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Schedule shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the BCDR Plan shall:

(a) set out how the business continuity and disaster recovery elements of the plan link to each other;

(b) provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Services and any services provided to the Authority by a Related Supplier;

(c) contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;

(d) detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its other Related Suppliers in each case as notified to the Supplier by the Authority from time to time;

(e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility, which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;

(f) contain a risk analysis, including:

a. failure or disruption scenarios and assessments and estimates of frequency of occurrence;

b. identification of any single points of failure within the provision of Services and processes for managing the risks arising therefrom;

c. identification of risks arising from the interaction of the provision of Services and with the services provided by a Related Supplier; and

d. a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

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(g) provide for documentation of processes, including business processes and procedures;

(h) set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Authority;

(i) identify the procedures for reverting to "normal service";

(j) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;

(k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and

(l) provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

(a) the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

(b) the adverse impact of any Disaster, service failure or disruption on the operations of the Authority, RRDN Hosts and RRDN Partners is minimal as far as reasonably possible;

(c) it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and

(d) there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services.

3.4 The Supplier shall not be entitled to any relief from its obligations under this Contract or to any increase in the Contract Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services, including, unless the Authority expressly states otherwise in writing:

(a) the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and

(b) the steps to be taken by the Supplier upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

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4.2 The Business Continuity Plan shall:

(a) address the various possible levels of failures of or disruptions to the provision of Services;

(b) set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps being the **Business Continuity Services**);

(c) specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and

(d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

(a) the technical design and build specification of the Disaster Recovery System;

(b) details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same, including, but not limited to, the following:

a. any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;

b. 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;

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

d. testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

6.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):

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

(b) within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 8 of this Schedule 8; or

(c) where the Authority requests any additional reviews (over and above those provided for in paragraphs 6.1(a) and 6.1(b) of this Schedule) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate

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of the total costs payable by the Authority for the Authority's Approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's Approval.

6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Schedule shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services, which have taken place since the later of the original Approval of the 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 the period required by the BCDR Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report (a **Review Report**) setting out:

(a) the findings of the review;

(b) any changes in the risk profile associated with the provision of Services; and

(c) 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 following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

6.3 Following receipt of the Review Report and the Supplier's Proposals the Authority shall:

(a) review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and

(b) notify the Supplier in writing that the Authority approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.

6.4 If the Authority rejects the Review Report and/or the Supplier's Proposals:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and

(b) the Supplier shall then revise the Review Report and/or the Supplier's Proposals, as the case may be, (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and re-submit a revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's Approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 6.3 and this paragraph 6.4 of this Schedule shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's Approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such

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change shall be at the Supplier's expense, unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. TESTING OF THE BCDR PLAN

7.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2 of this Schedule, the Authority may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If the Authority 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 Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority, 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 the Authority and shall liaise with the Authority in respect of the planning, performance and review of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.

7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. Copies of "live" test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:

(a) the outcome of the test;

(b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

(c) the Supplier's proposals for remedying any such failures.

7.6 Following each test the Supplier shall take all measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.

7.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

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8. INVOCATION OF 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 Authority promptly of such invocation). In all other instances, the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Authority

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SCHEDULE 10 EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Schedule the following definitions shall apply:

Applicable Date	has the meaning given in paragraph 9.3;
Exclusive Assets	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Services including but not limited to Supplier Foreground IPR;
Exit Information	has the meaning given to it in paragraph 4.1 of this Schedule;
Exit Manager	means the person appointed by each Party pursuant to paragraph 3.4 of this Schedule for managing the Parties' respective obligations under this Schedule;
Net Book Value	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy considered by the Contract Management Board and Approved by the Authority;
Non-Exclusive Assets	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
Registers	means the register and configuration database referred to in paragraphs 3.1(a) and 3.1(b) of this Schedule;
Termination Assistance	means the activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of this Schedule 10 (Exit Management) and any other assistance required by the Authority pursuant to the Termination Assistance Notice;
Termination Assistance Notice	has the meaning given to it in paragraph 6.1 of this Schedule;
Termination Assistance Period	means in relation to a Termination Assistance Notice the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Schedule;

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Transferable Assets	means those of the Exclusive Assets which are capable of legal transfer to the Authority;
Transferable Contracts	means the Sub-Contracts, licences for Supplier's Background IPR, Supplier Foreground IPR, licences for Third Party IPR or other agreements which are necessary to enable the Authority or each or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;
Transferring Assets	has the meaning given to it in paragraph 9.2(a) of this Schedule; and
Transferring Contracts	has the meaning given to it in paragraph 9.2(c) of this Schedule.

2. INTRODUCTION

2.1 This Schedule describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Authority leading up to and covering the Expiry Date and the transfer of service provision to the Authority and/or (a) Replacement Supplier(s).

2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to the Authority and/or (a) Replacement Supplier(s).

3. OBLIGATIONS DURING THE CONTRACT PERIOD TO FACILITATE EXIT

3.1 During the Contract Period the Supplier shall:

(a) create and maintain a register of all:

a. Supplier Assets, detailing their:

i. make, model and asset number;

ii. ownership and status as either Exclusive Assets or Non-Exclusive Assets;

iii. Net Book Value;

iv. condition and physical location; and

v. use (including technical specifications); and

b. Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

(b) create and maintain a configuration database detailing the technical infrastructure and operating procedures, through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or any Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

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(c) agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and

(d) at all times keep the registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services.

3.2 The Supplier shall:

(a) procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract; and

(b) (unless otherwise agreed by the Authority in writing) procure that all licences for Third Party IPR supplied by third parties and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or Approval) or payment by the Authority.

3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2(b) of this Schedule which the Supplier proposes to enter into after the Contract Commencement Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Replacement Supplier(s) without restriction or payment, the Supplier shall promptly notify the Authority of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of services to which the relevant agreement relates.

3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within three (3) Months after the Contract Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination or expiry of this Contract and all matters connected with this Schedule and each Party's compliance with it.

4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

4.1 On reasonable notice at any point during the Contract Period, the Supplier shall provide to the Authority and/or its potential Replacement Supplier(s) (subject to the potential Replacement Supplier(s) entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Supplier(s) undertaking due diligence:

(a) details of the Service(s);

(b) a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

(c) an inventory of Authority Data in the Supplier's possession or control;

(d) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

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(e) a list of on-going and/or threatened disputes in relation to the provision of the Services;

(f) all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Contract; and

(g) such other material and information as the Authority shall reasonably require,

(together the **Exit Information**).

4.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to (an) actual or prospective Replacement Supplier(s) or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph 4.2 of this Schedule disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

4.3 The Supplier shall:

(a) notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and shall consult with the Authority regarding such proposed material changes; and

(b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Authority.

4.4 The Supplier may charge the Authority for its reasonable additional costs where the Authority requests more than four (4) updates in any six (6) Month period.

4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

(a) prepare an informed offer for those Services; and

(b) not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. EXIT PLAN

5.1 The Supplier shall deliver to the Authority an Exit Plan by 17:00 (London time) on 31 March 2024, which:

(a) sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Authority and/or its Replacement Supplier(s) on the expiry or termination of this Contract;

(b) complies with the requirements set out in paragraph 5.3 of this Schedule;

(c) is otherwise reasonably satisfactory to the Authority.

5.2 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 its submission, then such Dispute shall be resolved first through the Contract Management Board and then in accordance with the Dispute Resolution Procedure.

5.3 Unless otherwise specified by the Authority or Approved, the Exit Plan shall set out, as a minimum:

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(a) how the Exit Information is obtained;

(b) the management structure to be employed during both transfer and cessation of the Services;

(c) the management structure to be employed during the Termination Assistance Period;

(d) a detailed description of both the transfer and cessation processes, including a timetable;

(e) how the Services will transfer to the Replacement Supplier or (if more than one) Replacement Suppliers and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);

(f) details of contracts (if any) which will be available for transfer to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);

(g) proposals for the training of key members of the Replacement Supplier's/s' personnel in connection with the continuation of the provision of the Services following the Expiry Date charged at rates agreed between the Parties at that time;

(h) proposals for providing the Authority or the Replacement Supplier or (if more than one) Replacement Suppliers copies of all documentation:

  a. used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and

  b. relating to the use and operation of the Services;

(i) proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;

(j) proposals for the identification and return of all Authority Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);

(k) proposals for the disposal of any redundant Services and materials;

(l) procedures to deal with requests made by the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers for Staffing Information pursuant to Schedule 11 (Staff Transfer);

(m) the scope of the Termination Assistance that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);

(n) a timetable and critical issues for providing the Termination Assistance;

(o) how the Termination Assistance would be provided (if required) during the Termination Assistance Period;

(p) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier or (if more than one) Replacement Suppliers and/or the Authority with the

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aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and

(q) proposals for the supply of any other information or assistance reasonably required by the Authority or the Replacement Supplier or (if more than one) Replacement Suppliers in order to effect an orderly handover of the provision of the Services.

5.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers may be phased, such that certain of the Services are handed over before others.

5.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first Month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.6 Within twenty (20) Working Days after service of a Termination Notice by either Party or (if no Termination Notice shall have been served before such six month period) six (6) Months prior to the expiry of this Contract, the Supplier will submit for the Authority's Approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

5.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Authority, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Assistance in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

6. TERMINATION ASSISTANCE

6.1 The Authority shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **Termination Assistance Notice**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall further specify:

(a) the date from which Termination Assistance is required;

(b) whether or not the Authority requires the Supplier to continue providing the Services on and from the Expiry Date and, if so, which Services and for how long;

(c) the nature of the Termination Assistance required; and

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(d) the period during which it is anticipated that Termination Assistance will be required, which shall, subject to the operation of paragraph 6.2, continue no longer than twelve (12) Months after the Expiry Date.

6.2 The Authority may:

(a) extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend the Termination Assistance period beyond the date which is thirty (30) Months after the Expiry Date and provided that it shall have first notified the Supplier to such effect in writing no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Authority shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect; and/or

(b) terminate the provision of the Services required under paragraph 6.1 to be provided by the Supplier on or after the Expiry Date, provided that the Authority shall have first notified the Supplier to such effect in writing (identifying the final day of such service provision) no later than twenty (20) Working Days prior to twenty (20) Working Days prior to such termination date (and such services shall cease on such final day).

6.3 If:

(a) a Termination Assistance Notice shall have been issued by the Authority in accordance with paragraph 6.1 above;

(b) the Termination Assistance Period is scheduled to end after the Expiry Date; and

(c) the Supplier is required by the Authority in such notice to continue providing any or all of the Services on and after the Expiry Date for the remainder of the Termination Assistance Period or such lesser period after the Expiry Date as the Authority requires in such notice,

the Supplier shall (unless the Parties agree otherwise in writing and subject to the Authority's right to terminate such services provided in paragraph 6.2) be entitled to be paid (and the Authority shall pay to the Supplier) in arrears, subject to the Supplier submitting to the Authority a Valid Invoice for the same:

(d) for each full 90 calendar day period on and after the Expiry Date, during which such services are so delivered in accordance with the provisions of this Contract, an amount equal to the aggregate of the Contract Charges applicable in respect of those services in the penultimate Payment Period immediately preceding the Expiry Date; and

(e) for any period being less than 90 days on or after the Expiry Date, during which such services are so delivered in accordance with the provisions of this Contract, an amount equal to **A** x **B**, where:

A = the aggregate of the Contract Charges applicable to those services in the penultimate Payment Period preceding the Expiry Date; and

B = the number of calendar days in that period divided by 90.

7. TERMINATION ASSISTANCE PERIOD

7.1 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

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(a) if and to the extent required by the Authority pursuant to paragraph 6 of this Schedule:

a. continue to provide the Services to the extent so provided;

b. provide the Termination Assistance; and/or

c. provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier or (if more than one) Replacement Suppliers;

(b) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1c of this Schedule without additional costs to the Authority; and

(c) provide the Services and the Termination Assistance in a manner, which avoids Performance Failure(s), save to the extent that the Parties agree otherwise in accordance with paragraph 7.3 of this Schedule 8.

7.2 Without prejudice to the Supplier's obligations under paragraph 7.1(b) of this Schedule, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1(a)c of this Schedule without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.

7.3 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Assistance during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Performance Indicator(s), the Parties shall vary the relevant Performance Indicator(s) taking account of such effect.

8. TERMINATION/EXPIRY OBLIGATIONS

8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

8.2 The Supplier shall at least four (4) 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 at the Authority's request deliver up-to-date Registers to the Authority.

8.3 On the Expiry Date or, if so consented to by the Authority in writing where alternative arrangements to those set out in sub-paragraphs (a), (c) to (f)(inclusive) immediately below are necessary for the provision of any Service(s) and/or Termination Assistance after the Expiry Date, on the Expiry Date in respect of the requirements specified in sub-paragraphs (b) and (g) immediately below and later than the Expiry Date as so consented to in respect of the requirements specified in sub-paragraphs (a), (c) to (f)(inclusive) immediately below (such consent being conditional on the Parties first meeting prior to the Expiry Date to discuss and (acting reasonably) agree those alternative arrangements, which shall be documented and shared between the Parties prior to such date), the Supplier shall:

(a) cease to use the Authority Data;

(b) provide the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers with a complete and uncorrupted version of

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the Authority Data in electronic form (or such other format as reasonably required by the Authority);

(c) delete from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and Authority Background IPR and promptly certify to the Authority that it has completed such deletion;

(d) return to the Authority such of the following as is in the Supplier's possession or control:

a. all copies of any software licensed by the Authority to the Supplier under this Contract;

b. all materials created by the Supplier under this Contract in which the IPRs are owned by the Authority;

c. any parts of the equipment which belongs to the Authority;

d. any items that have been on-charged to the Authority, such as consumables;

e. all Authority Property issued to the Supplier under Clause 23. Such Authority Property shall be handed back to the Authority in good working order (allowance shall be made only for reasonable wear and tear); and

f. any sums prepaid by the Authority in respect of Services not Delivered by the Expiry Date;

(e) vacate any Sites;

(f) remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services 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 and/or any Supplier Personnel; and

(g) provide access during normal working hours to the Authority and/or any Replacement Supplier or (if more than one) Replacement Suppliers for up to twelve (12) Months after expiry or termination to:

d. such information relating to the Services as remains in the possession or control of the Supplier; and

e. such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or that or those Replacement Supplier(s) shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph 8.

8.4 On the Expiry Date each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information, save to the extent that such information needs to be retained by the Party in question for the purposes of (where the Termination Assistance Notice shall have been issued in accordance with paragraph 6.1 and the Termination Assistance Period is scheduled to end after the Expiry Date) providing and/or receiving any Service(s) and/or Termination Assistance after the Expiry Date or for statutory compliance purposes, in which case that party shall notify the other prior to the Expiry Date of its requirements and the Parties shall meet to discuss and (acting reasonably) agree alternative

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arrangements proportionate to those requirements and on clear terms, which shall be documented and shared between the Parties prior to the Expiry Date.

8.5 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the Services shall be terminated with effect from the Expiry Date, save to the extent that such licences, leases and/or authorisations need to be retained by the Supplier for the purposes of providing (where the Termination Assistance Notice shall have been issued in accordance with paragraph 6.1 and the Termination Assistance Period is scheduled to end after the Expiry Date) any Service(s) and/or Termination Assistance after the Expiry Date or for statutory compliance purposes, in which case the Supplier shall notify the Authority prior to the Expiry Date of its requirements and the Parties shall meet to discuss and (acting reasonably) agree alternative arrangements proportionate to those requirements and on clear terms, which shall be documented and shared between the Parties prior to the Expiry Date.

9. ASSETS AND SUB-CONTRACTS

9.1 Prior to (if no Termination Assistance Notice shall have been issued in accordance with paragraph 6.1 or if such notice shall have been issued and the Termination Assistance Period ends on or prior to the Expiry Date) the Expiry Date or (if a Termination Assistance Notice shall have been issued in accordance with paragraph 6.1 and the Termination Assistance Period is scheduled to end after the Expiry Date) 23:59 (London time) on the final day of the Termination Assistance Period, the Supplier shall not, without the Authority's prior written consent:

(a) terminate, enter into or vary any Sub-Contract;

(b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or

(c) terminate, enter into or vary any licence for software in connection with the provision of Services.

9.2 Within twenty (20) Working Days after receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 8.2 of this Schedule, the Authority shall provide written notice to the Supplier setting out:

(a) which, if any, of the assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers (**Transferring Assets**);

(b) which, if any, of:

a. the Exclusive Assets that are not Transferable Assets; and

b. the Non-Exclusive Assets,

the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers require(s) the continued use of; and

(c) which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority or the Replacement Supplier(s) (the **Transferring Contracts**),

in order for the Authority or its Replacement Supplier or (if more than one) Replacement Suppliers to provide the Services from the Expiry Date.

Where requested by the Authority or its Replacement Supplier or (if more than one) Replacement Suppliers, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier or (if more than one) Replacement Suppliers to enable it or them to determine which Transferable Assets and

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Transferable Contracts the Authority or the Replacement Supplier or (if more than one) Replacement Suppliers require(s) to provide the Services or the Replacement Services. Where requested by the Supplier, the Authority or its Replacement Supplier or (if more than one) Replacement Suppliers shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

9.3 With effect from (as applicable):

(a) (if no Termination Assistance Notice shall have been issued in accordance with paragraph 6.1 or if such notice shall have been issued and the Termination Assistance Period ends on or prior to the Expiry Date) the Expiry Date; or

(b) (if a Termination Assistance Notice shall have been issued in accordance with paragraph 6.1 and the Termination Assistance Period is scheduled to end after the Expiry Date) the Expiry Date or such date after the Expiry Date nominated by the Authority (acting in its sole and absolute discretion) to the Supplier in writing,

(such applicable date being the **Applicable Date**) the Supplier shall sell the Transferring Assets to (as determined by the Authority and notified by the Authority to the Supplier in writing) the Authority and/or (if only one) the Replacement Supplier or, if more than one, nominated Replacement Suppliers. The Authority and/or the Replacement Supplier(s) shall acquire the Transferring Assets at Net Book Value, except where as at the Applicable Date the cost of the Transferring Assets has been partially or fully paid for through the Contract Charges, in which case the consideration shall equal the Net Book Value of the Transferring Asset less the amount already paid through the Contract Charges. Risk in such Transferring Assets shall pass to (as so notified) the Authority and/or such Replacement Supplier(s) on the Applicable Date and title to such Transferring Assets shall pass to (as so notified) the Authority and/or such Replacement Supplier(s) on payment for the same.

9.4 Where the Supplier is notified in accordance with paragraph 9.2(b) of this Schedule that the Authority and/or the Replacement Supplier(s) require(s) continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

(a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

(b) procure a suitable alternative to such assets and (if benefitting from such procurement) the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers shall bear the reasonable proven costs of procuring the same.

9.5 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

9.6 The Authority shall:

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(a) accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

(b) once a Transferring Contract is novated or assigned to the Authority and/or a Replacement Supplier or Replacement Suppliers, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier(s) does or do the same.

9.7 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority or (a) Replacement Supplier(s) has been effected.

9.8 The Supplier shall indemnify the Authority and the or (if more than one) each Replacement Supplier against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or to that Replacement Supplier) pursuant to paragraph 9.5 of this Schedule in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10. SUPPLIER PERSONNEL

10.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 11 (Staff Transfer) shall apply.

10.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority or the Replacement Supplier or (if more than one) Replacement Suppliers.

10.3 Prior to the Expiry Date the Supplier shall give (in accordance with the Authority's written instructions) the Authority or the Replacement Supplier or (if more than one) Replacement Suppliers reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority or the Replacement Supplier or (if more than one) Replacement Suppliers.

10.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier or (if more than one) Replacement Suppliers of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

10.5 The Supplier shall not for a period of twelve (12) Months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier.

11. CHARGES

11.1 Except as otherwise expressly specified in this Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule or in connection with the exercise of the Authority's rights under this Schedule, including the preparation and implementation of the Exit Plan, the Termination Assistance, continued service provision after the Expiry

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Date and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier or (if more than one) Replacement Suppliers and the Supplier (as applicable) as follows:

(a) the amounts shall be annualised and divided by 365 to reach a daily rate;

(b) the Authority shall be responsible for (or shall procure that the Replacement Supplier or (if more than one) Replacement Suppliers shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

(c) the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

12.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier or (if more than one) Replacement Suppliers shall pay) any monies due under paragraph 12.1 of this Schedule as soon as reasonably practicable.

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ANNEX 1: SCOPE OF TERMINATION ASSISTANCE

1. SCOPE OF THE TERMINATION ASSISTANCE

1.1 The Termination Assistance to be provided by the Supplier shall include such of the following services as the Authority may specify:

(a) notifying the Sub-Contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

(b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers after the end of the Termination Assistance Period;

(c) delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) Month period immediately prior to the commencement of the Termination Assistance;

(d) providing details of work volumes and staffing requirements over the twelve (12) Month period immediately prior to the commencement of the Termination Assistance;

(e) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;

(f) providing the Authority with any problem logs which have not previously been provided to the Authority;

(g) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;

(h) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

(i) agreeing with the Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Personnel, Authority staff, customers and key stakeholders;

(j) making available to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;

(k) agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

(l) delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Supplier's or (if more than one) Replacement Suppliers' operations staff (on appropriate media) as reasonably requested by the Authority;

(m) assisting with the loading, testing and implementation of the production databases;

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(n) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Contract;

(o) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

(p) answering all reasonable questions from the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers regarding the Services;

(q) agreeing with the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers;

(r) providing access to the Authority and/or the Replacement Supplier(s) during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers:

a. to information and documentation relating to the transferring services that is in the possession or control of the Supplier or its Sub-Contractors (and the Supplier agrees and shall procure that its Sub-Contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

b. following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-Contractors; and

(s) knowledge transfer services, including:

a. transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;

b. providing for transfer to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents;

c. providing the Supplier and/or the Replacement Supplier or (if more than one) Replacement Suppliers with access to such members of the Supplier's or its Sub-Contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-Contractors; and

d. allowing the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Authority and the Replacement Supplier or (if more than one) Replacement Suppliers with any applicable security and/or health and safety restrictions),

and any such person who is provided with such knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require).

1.2 The Supplier shall:

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(a) provide a documented plan relating to the training matters referred to in paragraph 1.1(j) of this Annex 1 for agreement by the Authority at the time of termination or expiry of the Contract;

(b) co-operate fully in the execution of the handover plan agreed pursuant to paragraph 1.1(k) of this Annex 1, providing skills and expertise of a suitable standard; and

(c) fully co-operate in the execution of the Authority Data migration plan agreed pursuant to paragraph 1.1(q) of this Annex 1, providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier or (if more than one) Replacement Suppliers, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers.

1.4 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers pursuant to paragraph 1.1(s) of this Annex 1 shall include:

(a) copies of up-to-date procedures and operations manuals;

(b) product information;

(c) agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier or (if more than one) Replacement Suppliers;

(d) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;

(e) information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;

(f) details of physical and logical security processes and tools which will be available to the Authority; and

(g) any relevant interface information,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier or (if more than one) Replacement Suppliers and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this paragraph 1.5 of this Annex 1 shall:

(a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and

(b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable, with the Authority and/or the Replacement

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Supplier or (if more than one) Replacement Suppliers paying the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

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SCHEDULE 11 STAFF TRANSFER

1. DEFINITIONS

1.1 In this Schedule the following definitions shall apply:

Notified Sub-Contractor	means a Sub-Contractor identified in Annex 2 of this Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
New Employee	means any employee employed by the Supplier following the Contract Commencement Date;
New Fair Deal	means the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013;
Principles of Good Employment Practice	means the guidance published by the Cabinet Office and found at www.gov.uk/government/publications/principles-of-good-employment-practice
Staffing Information	means, in relation to all persons identified on the Supplier's Provisional Personnel List or Supplier's Final Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) 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; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such

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individuals (including in respect of personal injury claims);

(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

(i) 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

(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

Supplier's Final Personnel List	means a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date; and
Supplier's Provisional Personnel List	means a list prepared and updated by the Supplier of all Supplier Personnel, who are engaged in or wholly or mainly 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.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, the Replacement Supplier or (if more than one) Replacement Suppliers or Replacement Sub-Contractor, as the case may be.

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PART A

TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

(a) 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 Authority Employees; and

(b) as a result of the operation of the Employment Regulations the contracts of employment between the Authority and the Transferring Authority 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 Notified Sub-Contractor and each such Transferring Authority Employee.

1.2 The Authority shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Authority; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

2. AUTHORITY INDEMNITIES

2.1 Subject to paragraph 2.2 of Part A of this Schedule, the Authority shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

(a) any act or omission by the Authority occurring before the Relevant Transfer Date;

(b) the breach or non-observance by the Authority before the Relevant Transfer Date of:

a. any collective agreement applicable to the Transferring Authority Employees; and/or

b. any custom or practice in respect of any Transferring Authority Employees which the Authority is contractually bound to honour;

(c) any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any failure by the Authority to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

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

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a. in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

b. in relation to any employee, who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date;

(e) a failure of the Authority to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees arising before the Relevant Transfer Date;

(f) any claim made by or in respect of any person employed or formerly employed by the Authority other than a Transferring Authority Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

(g) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Authority in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in paragraph 2.1 of Part A of this Schedule 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 or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

(a) arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date); or

(b) arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Authority Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Authority Employee, that his/her contract of employment has been transferred from the Authority to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

(a) the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Authority; and

(b) the Authority may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of receipt of the

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notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Authority considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in paragraph 2.3(b) of Part A of this Schedule is accepted, or if the situation has otherwise been resolved by the Authority, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the fifteen (15) Working Day period specified in paragraph 2.3(b) of Part A of this Schedule:

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of paragraphs 2.3 to 2.5 of Part A of this Schedule and in accordance with all applicable proper employment procedures set out in applicable Law, the Authority shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of Part A of this Schedule provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in paragraph 2.6 of Part A of this Schedule:

(a) shall not apply to:

a. any claim for:

i. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

b. any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in paragraph 2.3(a) of Part A of this Schedule is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Authority within six (6) Months of the Contract Commencement Date.

2.8 If any such person as is referred to in paragraph 2.3 of Part A of this Schedule is neither re-employed by the Authority nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in paragraph 2.5 of Part A of this Schedule such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the

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Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to paragraph 3.2 of Part A of this Schedule, the Supplier shall indemnify the Authority against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

(a) any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;

(b) the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

a. any collective agreement applicable to the Transferring Authority Employees; and/or

b. any custom or practice in respect of any Transferring Authority Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Authority Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Supplier or a Sub-Contractor made before the Relevant Transfer Date to change the terms and conditions of employment or working conditions of any Transferring Authority Employees on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Authority Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Authority Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority in writing;

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

a. in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

b. in relation to any employee who is not a Transferring Authority Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

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(g) a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees in respect of the period from (and including) the Relevant Transfer Date; and

(h) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Authority's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in paragraph 3 of Part A of this Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Authority whether occurring or having its origin before, on or after the Relevant Transfer Date, including, without limitation, any Employee Liabilities arising from the Authority's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Authority and the Supplier.

4. INFORMATION

4.1 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Authority in writing such information as is necessary to enable the Authority to carry out its duties under regulation 13 of the Employment Regulations. The Authority shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Parties agree that the principles set out in the Principles of Good Employment Practice apply to the treatment of New Employees by the Supplier. The Supplier undertakes to treat each New Employee in accordance with the provisions of the Principles of Good Employment Practice.

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

(a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2013;

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(b) HM Treasury's guidance “Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 2013;

(c) HM Treasury's guidance: “Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues” of June 2004; and/or

(d) New Fair Deal; and/or

(e) or any statement of practice, paper or other guidance that replaces any of the foregoing.

6. PENSIONS

6.1 The Supplier shall, and shall procure that each of its Sub-Contractors shall, comply with the pensions provisions set out in Annex 1.

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PART B

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

(a) 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

(b) 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 Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including)the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to paragraph 2.2 of Part B of this Schedule, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

(a) any act or omission by the Former Supplier arising before the Relevant Transfer Date;

(b) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

a. any collective agreement applicable to the Transferring Former Supplier Employees; and/or

b. any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

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

a. in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory

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authority relates to financial obligations arising before the Relevant Transfer Date; and

b. in relation to any employee, who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

(d) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

(e) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

(f) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in paragraph 2.1 of Part B of this Schedule 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 including, without limitation, any Employee Liabilities:

(a) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or

(b) arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, 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 or the Acquired Rights Directive then:

(a) the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and

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(b) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in paragraph 2.3(b) of Part B of this Schedule is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the fifteen (15) Working Day period specified in paragraph 2.3(b) of Part B of this Schedule:

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Supplier and/or any notified Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of paragraphs 2.3 to 2.5 (inclusive) of Part B of this Schedule and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of Part B of this Schedule provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in paragraph 2.6 of Part B of this Schedule:

(a) shall not apply to:

a. any claim for:

i. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

b. any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in paragraph 2.3(a) of Part B of this Schedule is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within six (6) Months of the Service Commencement Date.

2.8 If any such person as is described in paragraph 2.3 of Part B of this Schedule is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in paragraph 2.5 of Part

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B of this Schedule, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to paragraph 3.2 of Part B of this Schedule, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

(a) any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;

(b) the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:

a. any collective agreement applicable to the Transferring Former Supplier Employee; and/or

b. any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to change the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes; and

(e) any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing.

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

a. in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

b. in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment

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from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

(g) a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and

(h) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in paragraph 3.1 of Part B of this Schedule 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, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. INFORMATION

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

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

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

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(a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2013;

(b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 2013;

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

(d) The New Fair Deal,

or any statement of practice, paper or other guidance that replaces any of the foregoing.

6. PROCUREMENT OBLIGATIONS

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

7. PENSIONS

7.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in Annex 1 where any Transferring Former Supplier Employee is a Pension Member as such term is defined in Annex 1 of this Schedule.

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PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

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

1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

(a) the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and

(b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in paragraph 1.2(b) of Part C of this Schedule is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the fifteen (15) Working Day period specified in paragraph 1.2(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of paragraphs 1.2 to 1.4 of Part C of this Schedule and in accordance with all applicable employment procedures set out in applicable Law and subject also to paragraph 2.4 of Part C of this Schedule, the Authority shall:

(a) indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in paragraph 1.2 of Part C of this Schedule made pursuant to the provisions of paragraph 1.4 of Part C of this Schedule provided that the Supplier takes, or shall procure that the Notified

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Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

(b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of paragraph 1.4 of Part C of this Schedule provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in paragraph 1.2 of Part C of this Schedule is neither re-employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in paragraph 1.4 of Part C of this Schedule such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to paragraph 2.2 of Part C of this Schedule, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.

2.4 The indemnities in paragraph 2.1 of Part C of this Schedule:

(a) shall not apply to:

a. any claim for:

i. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

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; and

(b) shall apply only where the notification referred to in paragraph 1.2 of Part C of this Schedule is made by the Supplier and/or any Sub-Contractor to the Authority and, if applicable, Former Supplier within six (6) Months of the Contract Commencement Date.

3. PROCUREMENT OBLIGATIONS

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

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PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within twenty (20) Working Days after the earliest of:

(a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

(b) receipt of the giving of notice of early termination or any partial termination of this Contract;

(c) the date which is twenty four (24) Months before the end of the Contract Period; and

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

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

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

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

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

1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 of Part D of this Schedule for the purpose of informing any prospective Replacement Supplier(s) and/or Replacement Sub-Contractor(s).

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to paragraphs 1.1 and 1.2 of Part D of this Schedule shall be true and accurate in all material respects.

1.5 From the date of the earliest event referred to in paragraph 1.1 of Part D of this Schedule, the Supplier agrees that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Personnel List and shall not without the Approval of the Authority (not to be unreasonably withheld or delayed):

(a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional 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;

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

(c) 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;

(d) 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 Personnel List;

(e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

(f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Personnel List save by due disciplinary process,

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

1.6 During the Contract Period the Supplier shall provide to the Authority any information the Authority may reasonably require relating to any individual employed, assigned or engaged in providing the Services (subject to any limitations imposed by the DPA), including without limitation the Staffing Information and, upon reasonable request by the Authority and, subject only to any limitation imposed by the DPA, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, the Authority or, at the direction of the Authority to each or any Replacement Supplier(s) and/or each or any Replacement Sub-Contractor(s) with access (on reasonable notice and during normal working hours) to such employment records as the Authority reasonably requests and shall allow the Authority or at the Authority's direction, each or any Replacement Supplier(s) and/or each or any Replacement Sub-Contractor(s) to have copies of any such documents.

1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier(s) and/or any Replacement Sub-Contractor(s) to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date, including providing sufficient information in advance of the Service Transfer Date, to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, the Authority or, at the direction of the Authority, to each or any Replacement Supplier(s) and/or each or any Replacement Sub-Contractor(s) (as appropriate), in respect of each person on the Supplier's Final Personnel List who is a Transferring Supplier Employee:

(a) the most recent Month's copy pay slip data;

(b) details of cumulative pay for tax and pension purposes;

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(c) details of cumulative tax paid;

(d) tax code;

(e) details of any voluntary deductions from pay; and

(f) bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or partial termination of this Contract or otherwise) resulting in the Services being undertaken by one or more Replacement Supplier(s) and/or one or more Replacement Sub-Contractor(s). Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between a Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier (or (if more than one) relevant Replacement Supplier) and/or Replacement Sub-Contractor(s).

2.3 Subject to paragraph 2.4 of Part D of this Schedule, the Supplier shall indemnify the Authority, each Replacement Supplier and each Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

(a) any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;

(b) the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:

a. any collective agreement applicable to the Transferring Supplier Employees; and/or

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b. any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employee(s) which the Supplier or any Sub-Contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Supplier Employee(s) arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

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

a. in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

b. in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or a Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

(e) a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date;

(f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee for whom it is alleged the Authority and/or any Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or a Acquired Rights Directive; and

(g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or a Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in paragraphs 2.3 of Part D of this Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of any Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

(a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or

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(b) arising from the Replacement Supplier's failure and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to a Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

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

(b) the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Authority shall procure that each Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the fifteen (15) Working Day period specified in paragraph 2.5(b) of Part D of this Schedule has elapsed:

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

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

2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of paragraphs 2.5 to 2.7 of Part D of this Schedule and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify such Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.7 of Part D of this Schedule provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in paragraph 2.8 of Part D of this Schedule:

(a) shall not apply to:

a. any claim for:

i. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

b. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in paragraph 2.5(a) of this Part D of this Schedule is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) Months of the Service Transfer Date.

2.10 If any such person as is described in paragraph 2.5 of Part D of this Schedule is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in paragraphs 2.5 to 2.7 of Part D of this Schedule, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it or them under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(a) the Supplier and/or any Sub-Contractor; and

(b) the Replacement Supplier and/or the Replacement Sub-Contractor.

2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Authority and each Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that each Replacement Supplier and/or Replacement Sub-Contractor shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to paragraph 2.14 of Part D of this Schedule, the Authority shall procure that each Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor it has contracted with and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

(a) any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;

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(b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:

a. any collective agreement applicable to the Transferring Supplier Employees; and/or

b. any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

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

a. in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Service Transfer Date; and

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

(g) a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and

(h) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

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2.14 The indemnities in paragraph 2.13 of this Part D of this Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

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ANNEX 1: PENSIONS

The provisions of this Annex 1 shall apply in respect of the Transferring Employees who transfer from the Authority to the Supplier.

1. DEFINITIONS

1.1 In this Annex, the following definitions shall apply:

Fair Deal Employee	means those Transferring Former Supplier Employees whose period of continuous employment commenced with, and who originally transferred from employment with, central or local government or a public sector employer pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), and who remain in employment relating to the provision of goods and/or services to which that Relevant Transfer applied;
PCSPS	means the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament;
PCSPS Admission Agreement	means an admission agreement by which the Supplier agrees to participate in the PCSPS as amended from time to time;
Pension Member	means each Transferring Authority Employee who remains or becomes a member of the PCSPS under paragraph 3.1 of this Annex and who has not subsequently ceased to be an active member of the PCSPS; and
Transferring Employee	means each Transferring Authority Employee and each Fair Deal Employee.

2. PARTICIPATION

2.1 The Supplier and the Authority undertake to do all such things and execute any documents (including the PCSPS Admission Agreement) as may be required to enable the Supplier to participate in the PCSPS in respect of the Pension Members.

2.2 All costs that the Parties reasonably incur in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the PCSPS shall be borne by the Supplier.

3. FUTURE SERVICE BENEFITS

3.1 Subject to compliance by the Authority with paragraph 2.1 of this Annex, the Supplier shall procure that the Transferring Employees who are members or eligible to be members of the PCSPS shall be either automatically enrolled in or offered continued membership of the relevant section of the PCSPS that they currently contribute to or would have become eligible to join immediately prior to the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of PCSPS for service from (and including) the Relevant Transfer Date.

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3.2 The Supplier shall procure that there shall be provided for each Transferring Employee, as far as practicable, on termination of employment by the Supplier on or after the Relevant Transfer Date, continued rights under, or rights which replicate those to which such Transferring Employee would have been entitled under, the Civil Service Compensation Scheme (pursuant to section 1 of the Superannuation Act 1972) had he remained in the employment of the Authority or, if any such Transferring Employee cannot be given in any respect such equivalent rights to which he would have been entitled under the Civil Service Compensation Scheme, he shall be provided with compensation by the Supplier that is broadly comparable or of equal value to the lost entitlement.

4. FUNDING

4.1 The Supplier undertakes to pay to the PCSPS such employer contributions as are provided for in the PCSPS Admission Agreement and shall deduct and pay to the PCSPS such employee contributions as are required by the PCSPS.

4.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by or payment to the PCSPS in respect of the non-payment or the late payment of any sum payable by the Supplier to or in respect of the PCSPS.

5. PROVISION OF INFORMATION

5.1 The Supplier and the Authority respectively undertake to each other:

(a) to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and the information shall be supplied as expeditiously as possible; and

(b) not to issue any announcements to the Transferring Employees concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

6. INDEMNITIES

6.1 The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Transferring Authority Employees arising in respect of Service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the PCSPS.

6.2 The Authority undertakes to the Supplier to indemnify and keep indemnified the Supplier on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Transferring Authority Employees arising in respect of service prior to the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the PCSPS.

7. EMPLOYER OBLIGATION

7.1 The Supplier shall comply with the requirements of the Pensions Act 2014 and the Transfer of Employment (Pension Protection) Regulations 2005 in relation to all relevant employees.

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8. SUBSEQUENT TRANSFERS

8.1 The Supplier shall:

(a) not adversely affect pension rights accrued by any Pension Member in the period ending on the date of the relevant future transfer; and

(b) provide all such co-operation and assistance as the Replacement Supplier or (if more than one) Replacement Suppliers and/or the Authority may reasonably require to enable the Replacement Supplier or (if more than one) Replacement Suppliers to participate in the PCSPS in respect of the Pension Members.

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ANNEX 2: LIST OF NOTIFIED SUB-CONTRACTORS

Not used.

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SCHEDULE 12 DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Schedule the following definitions shall apply:

CEDR	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
Counter Notice	has the meaning given to it in paragraph 6.2 of this Schedule;
Exception	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Contract or in the supply of the Services;
Expert	the person appointed by the Parties in accordance with paragraph 5.2 of this Schedule;
Mediation Notice	has the meaning given to it in paragraph 3.2 of this Schedule; and
Mediator	the independent third party appointed in accordance with paragraph 4.2 of this Schedule.

2. INTRODUCTION

2.1 If a Dispute arises then:

(a) the Authority's Contract Manager and the Supplier's Contract Manager shall attempt in good faith to resolve the Dispute; and

(b) if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

(a) the material particulars of the Dispute;

(b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 of this Schedule, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

2.4 Subject to paragraph 3.2 of this Schedule, the Parties shall seek to resolve Disputes:

(a) first by commercial negotiation (as prescribed in paragraph 3 of this Schedule);

(b) then by mediation (as prescribed in paragraph 4 of this Schedule); and

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(c) lastly by recourse to arbitration (as prescribed in paragraph 6 of this Schedule) or litigation (in accordance with Clause 50 of this Contract (Governing Law and Jurisdiction)).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5 of this Schedule) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Schedule.

2.6 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

2.7 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 of this Schedule or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:

(a) in paragraph 3.2(c) of this Schedule, ten (10) Working Days;

(b) in paragraph 4.2 of this Schedule, ten (10) Working Days;

(c) in paragraph 5.2 of this Schedule, five (5) Working Days; and

(d) in paragraph 6.2 of this Schedule, ten (10) Working Days.

2.8 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

3.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between:

(a) the Authority's Director of Science, Research and Evidence Directorate; and

(b) the Supplier's Accountable Officer.

3.2 If:

(a) either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;

(b) the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3 of this Schedule; or

(c) the Parties have not settled the Dispute in accordance with paragraph 3.1 of this Schedule within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a **Mediation Notice**) in accordance with paragraph 4 of this Schedule.

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4. MEDIATION

4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Procedure.

4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice, then either Party may apply to CEDR to nominate the Mediator.

4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order, but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.

5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the relevant professional body.

5.3 The Expert shall act on the following basis:

(a) he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;

(b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;

(c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;

(d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;

(e) the process shall be conducted in private and shall be confidential; and

(f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

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6. ARBITRATION

6.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Schedule.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a **Counter Notice**) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Schedule or be subject to the jurisdiction of the courts in accordance with Clause 50 of this Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

(a) the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Schedule shall apply;

(b) the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 50 of this Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

(c) the Authority does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Schedule, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Schedule or commence court proceedings in the courts in accordance with Clause 50 of this Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 (inclusive) of this Schedule, the Parties hereby confirm that:

(a) all disputes, issues or claims arising out of or in connection with this Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (**LCIA**) (subject to paragraphs 6.4(e) to 6.4(g) of this Schedule);

(b) the arbitration shall be administered by the LCIA;

(c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

(d) if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

(e) the chair of the arbitral tribunal shall be British;

(f) the arbitration proceedings shall take place in London and in the English language; and

(g) the seat of the arbitration shall be London.

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7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

(a) for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

(b) where compliance with paragraph 2.1 of this Schedule and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

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SCHEDULE 13 VARIATION NOTICE

No of order being varied:

……

Variation Form No:

……

BETWEEN:

The Secretary of State for Health and Social Care (the **Authority**)

and

The University of Leeds (the **Supplier**)

1. This Contract is varied as follows and shall take effect on the date signed by both Parties:

   [*Guidance Note: Insert details of the Variation*]

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

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

Signed by an authorised signatory for and on behalf of the Authority:

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

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SCHEDULE 14 COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

1.1 In this Schedule 14 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.

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.

1.3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 26.25 (Freedom of Information), the Authority 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
Not used	Not used	Not used	Not used

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SCHEDULE 15 INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

1.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required 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 the Contract Commencement Date.

1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

1.3 The Insurances shall be taken out and maintained with insurers, who are of good financial standing and of good repute in the international insurance market.

1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

(a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

(b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

(c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. FAILURE TO INSURE

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

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4. EVIDENCE OF POLICIES

4.1 The Supplier shall upon the Contract Commencement Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Contract.

5. CANCELLATION

5.1 The Supplier shall notify the Authority in writing at least ten (10) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6. INSURANCE CLAIMS

6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

6.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of one thousand pounds (£1,000) relating to or arising out of the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

6.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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ANNEX 1: REQUIRED INSURANCES

1. REQUIRED INSURANCES

1.1 The Supplier shall, during the Contract Period and for a period of one year thereafter, effect and maintain in force at least the following insurance policies with reputable insurance companies to cover its potential liabilities in connection with this Contract:

(a) professional indemnity insurance with a minimum limit of indemnity of ten million pounds sterling (£10,000,000) per claim;

(b) public liability insurance with a minimum limit of ten million pounds sterling (£10,000,000) per claim; and

(c) employers' liability insurance in respect of the Supplier's employees with a minimum limit of ten million pounds sterling (£10,000,000) (or such higher minimum limit as required by Law from time to time) for claims arising from a single event or series of related events in a single year.

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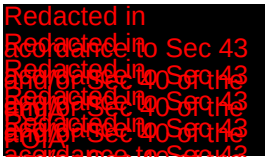
SCHEDULE 16 TENDER

1. GENERAL

1.1 This Schedule 16 below paragraph 1.2 of this Schedule 16 contains a link to a PDF copy of the technical aspects of the Tender.

1.2 In addition to any other obligations on the Supplier under this Contract, the Supplier shall provide the Services to the Authority in accordance with the Tender.



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SCHEDULE 17 KEY SUB-CONTRACTORS

In accordance with Clauses 22.6 to 22.9 (inclusive) (Appointment of Key Sub-Contractors), Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-Contractors listed below.

Name & Address of Sub-Contractor	**Service(s) performed for the Supplier**
Not used	Not used

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SCHEDULE 18 GUARANTEE

[•]

- AND -

[SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE]

DEED OF GUARANTEE

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DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[•]
BETWEEN:

(A) *[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details]* (the **Guarantor**)

in favour of:

(B) [**THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE**, whose principal office is at 39 Victoria Street, Westminster, London SW1H 0EU] (the **Beneficiary**).

WHEREAS

(A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.

(B) It is the intention of the Parties that this document be executed and take effect as a deed.

(C) Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees with the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed of Guarantee:

(a) unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

(b) the words and phrases below shall have the following meanings:

Beneficiary	means [The Secretary of State for Health and Social Care];
Contract	means the agreement dated [*insert date*] made between the Authority and the Supplier;
Guaranteed Agreement	means Contract made between the Beneficiary and the Supplier on [*insert date*](contract no. [ ]);
Guaranteed Obligations	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
Services	has the meaning given to it in the Contract;

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(c) references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

(d) unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

(e) references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

(f) the words “other” and “otherwise” are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

(g) unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

(h) unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

(i) unless the context otherwise requires, any phrase introduced by the words “including”, “includes”, “in particular”, “for example” or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

(j) references to clauses and Schedules are, unless otherwise provided, references to clauses of and Schedules to this Deed of Guarantee; and

(k) references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

(a) fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the

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Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

(b) as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation and liability from its obligations and liabilities under clauses 2.1 to 2.3 (inclusive) above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms *mutatis mutandis* the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

(a) [*Address of the Guarantor in England and Wales*]; and

(b) For the attention of [*insert details*],

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

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4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

(a) if delivered by hand, at the time of delivery; or

(b) if posted, at 10.00 a.m. on the second (2nd) Working Day after it was put into the post; or

(c) if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

(a) it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

(b) it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

(c) if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

(d) the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

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5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, shall only be effective, if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6. GUARANTOR INTENT

6.1 Without prejudice to the generality of clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

(a) of subrogation and indemnity;

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(b) to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

(c) to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

(a) exercise any rights it may have to be indemnified by the Supplier;

(b) claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;

(c) take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

(d) demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

(e) claim any set-off or counterclaim against the Supplier.

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Guarantor hereby represents and warrants to the Beneficiary that:

(a) the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

(b) the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

(c) the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a

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contract pursuant to clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

a. the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

b. any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

c. the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

(d) all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

(e) this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

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12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

14.1 A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. GOVERNING LAW

15.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

15.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

15.3 Nothing contained in this clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[Guidance Note: Include the following provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor]

15.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably

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consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[*Insert name of the Guarantor*] acting by [*Insert/print names*]

Director

Director/Secretary

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SCHEDULE 19 RRDN HOST AGREEMENTS ETC.

1. INTRODUCTION

1.1 This Schedule:

(a) identifies the RRDN Host Agreements in place which are to be managed by the Supplier on behalf of the Authority; and

(b) sets out the arrangements for the performance of such management of RRDN Host Agreements and of managing the rights of the Authority under any associated RRDN Partner Agreements.

2. GENERAL

2.1 The Supplier shall, in a manner consistent with Good Industry Practice, support and co-operate with the Authority in managing the Authority's rights and obligations under the RRDN Host Agreements and the Authority's rights under any associated RRDN Partner Agreements.

3. RRDN HOST AND PARTNER AGREEMENTS

3.1 From and including the Service Commencement Date the Supplier shall:

(a) manage and administer each RRDN Host Agreement (and any rights of the Authority contained in an RRDN Partner Agreement entered between an RRDN Host and RRDN Partner pursuant to an RRDN Host Agreement) in accordance with the terms and conditions of those RRDN Host Agreements (and those of the RRDN Partner Agreements where applicable), this Contract and Good Industry Practice; and

(b) comply with any management directions of the Authority and/or the Contract Management Board from time to time pursuant to Schedule 21 (Governance).

3.2 The Supplier shall carry out its obligations under paragraph 3.1 above acting on behalf of and solely for the benefit of the Authority, such obligations to include:

(a) complying with the obligations imposed on the Authority under each RRDN Host Agreement (and RRDN Partner Agreement where applicable); and

(b) following consultation and agreement with the Authority, exercising the rights and enforcing contractually specified remedies of the Authority under each RRDN Host Agreement (and RRDN Partner Agreement where applicable).

3.3 The Supplier shall not:

(a) renew, modify, extend, terminate or cancel any RRDN Host Agreement (and RRDN Partner Agreement where applicable);

(b) request or grant any consents or waivers under or in respect of any RRDN Host Agreement (and RRDN Partner Agreement where applicable); or

(c) take any legal action (or any precursor to such action) in the name of the Authority or otherwise, in respect of any RRDN Host Agreement (and RRDN Partner Agreement where applicable),

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without first discussing any proposed action(s) with the Contract Management Board and second obtaining the Approval of the Authority.

4. ENFORCEMENT

4.1 The Authority retains for itself the entitlement to enforce its rights and remedies under the RRDN Host Agreements (and RRDN Partner Agreements where applicable). The Supplier shall provide such assistance and information as is reasonably required by the Authority to enable the Authority to enforce such rights and remedies.

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ANNEX 1: RRDN HOST AGREEMENT DETAILS

RRDN HOST	RRDN	DATE OF RRDN HOST AGREEMENT
Redacted in acordance to Sec 43 and/or Sec 40 of	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec 43 and/or Sec 40 of the	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec 43 and/or Sec 40 of the	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec 43 and/or Sec 40 of the	Redacted in acordance	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec 43 and/or Sec 40 of the	Redacted in acordance	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024
Redacted in acordance to Sec 43 and/or Sec 40 of the	Redacted in	contract commencement date 1st April 2024, service implementation date 1st October 2024

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SCHEDULE 20 LIST OF SUPPLIER AND THIRD PARTY IPRs

1. INTRODUCTION

1.1 This Schedule identifies the relevant Supplier Foreground IPR, Supplier Background IPRs and Third Party IPR as at the Contract Commencement Date and the Supplier shall ensure that the list remains true and accurate throughout the Contract Period.

2. SUPPLIER FOREGROUND IPR

Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA									

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Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

3. SUPPLIER BACKGROUND IPR

Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
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Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

4. THIRD PARTY IPR

Name of owner of Third Party IPR	Details of IPR
Redacted in acordance to	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

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Open Source Software

System	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
[redacted]	[redacted]
[redacted]	[redacted]

Third Party IPR used by RDNCC

Product	Description	Type	Supplier
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

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Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

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	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA		
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Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA		Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA		Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA		
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

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Redacted in acordance to Sec 43 and/ or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/ or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/ or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/ or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/ or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/ or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

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Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/ or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
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Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

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Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

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Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA
Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA	Redacted in acordance to Sec 43 and/or Sec 40 of the FOIA

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SCHEDULE 21 GOVERNANCE

1. DEFINITIONS

1.1 In this Schedule the following definitions shall apply:

Board Member	each initial person appointed by the Authority and Supplier to the Boards as set out in Annex 1 to this Schedule and any replacements from time to time agreed by the Parties in accordance with paragraph 3.3 of this Schedule;
Board	the RDN Board and the Contract Management Board and **Board** shall mean either of them;
Contract Management Board	the body described in paragraph 4 of this Schedule;
Contract Managers	the individuals appointed as such by the Authority and the Supplier in accordance with paragraph 2.2 of this Schedule; and
RDN Board	the body described in paragraph 3.8 of this Schedule.

2. MANAGEMENT OF THE SERVICES

Accountability

2.1 The Supplier shall be directly accountable to the Department of Health and Social Care Deputy Director – Head of Research Capacity and Growth and ultimately, via the Authority's Director of Science, Research and Evidence Directorate, to the Department of Health and Social Care – the Secretary of State for Health and Social Care.

Contract Managers

2.2 The Supplier shall appoint the NIHR RDN Redacted in acordance to Sec 40 , as its Contract Manager and the Authority shall appoint any person as its Contract Manager for the purposes of this Contract, through whom the Services shall be managed day-to-day in accordance with this Schedule. In addition to any Board meetings, the Supplier shall attend meetings with the Authority upon reasonable notice from the Authority's Contract Manager to review progress and discuss the Services.

Accountable Officer

2.3 The Supplier hereby appoints NIHR RDN Redacted in acordance to Sec 40 , to act as an accountable officer responsible for the strategic management of this Contract and be responsible for quality assurance of the Services provided by the Supplier (**Accountable Officer**). The Accountable Officer shall attend Board meetings at the request of the Authority. The Supplier may at any time after the Contract Commencement Date propose a change in the identity of the Accountable Officer.

During any period when the Accountable Officer is unable through illness, incapacity, holidays or any other reason to carry out or exercise his or her functions under this deed, the Accountable Officer may delegate his or her functions to another person by giving the Deputy Director and Head of Research Capacity and

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Growth Science, Research and Evidence Directorate, the Department of Health and Social Care, written notice of the identity of such person.

Resources

2.4 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

Mutual trust and co-operation

2.5 Without prejudice to the Authority's rights of Approval (as set out in this Schedule or elsewhere in the Contract) and termination (see Clause 33), both Parties shall work together in accordance with this Schedule and in a spirit of mutual trust and co-operation such that the aims, objectives and specific provisions of this Contract can be fully realised.

Behaviours

2.6 The Authority shall be committed to:

(a) proactively helping to resolve issues and mitigate risks;

(b) responding to feedback from the Supplier, and taking action on problem areas effectively;

(c) demonstrating consistent willingness to build long term and sustainable working relationships with the Supplier;

(d) consulting the Supplier, and working jointly, to address challenges involved with the delivery of the Services;

(e) demonstrating transparency where appropriate;

(f) sharing and interacting in an open and forward looking manner; communicating concisely, consistently and in a well-considered way appropriate for Supplier Personnel;

(g) proactivity in raising likely changes in approach arising from Law and Standards;

(h) fully articulating requirements efficiently; and

(i) providing adequate and detailed documentation that describes its needs, expectations, and requirements in a timely manner to enable the Supplier to conduct its work, with a delivery timetable that is described adequately.

2.7 Without prejudice to any express obligations on the Supplier elsewhere in the Contract, the Supplier shall be committed to:

(a) giving early warnings to the Authority when it becomes aware of any matter that could affect the achievement of any aims, objectives and specific provisions of this Contract;

(b) proactively resolving issues and mitigating risk;

(c) proactively sharing knowledge with the Authority and RRDN Hosts;

(d) being responsive and adaptive to the Authority's language and style;

(e) working in a collaborative and supportive way with the Authority and other suppliers, RRDN Hosts and NIHR RDN Customers whilst communicating in a well-considered, consistent, concise straightforward and appropriate way for a wide range of NIHR RDN Stakeholders;

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(f) co-operating with the Authority, RRDN Hosts, NIHR RDN Customers and NIHR RDN Stakeholders in obtaining and providing information which they need in connection with the Services

(g) being customer focused, business aware and creative;

(h) prioritising value over cost, tailoring provision of the Services to feedback and change requests; and

(i) demonstrating innovative behaviours, generating ideas and concepts for areas of work; getting involved in productive discussions about ideas and innovations.

3. BOARDS

Establishment and structure of the Boards

3.1 The Boards shall be established by the Authority for the purposes of this Contract on which both the Supplier and the Authority shall be represented.

3.2 In relation to each Board the:

(a) Authority's Board Members;

(b) Supplier's Board Members;

(c) frequency that the Board shall meet (unless otherwise agreed between the Parties);

(d) location of the Board's meetings; and

(e) planned start date by which the Board shall be established,

shall be as set out in Annex 1 to this Schedule.

3.3 In the event that the Supplier wishes to replace any of its appointed Board Members, the Supplier shall notify the Authority in writing of the proposed change for agreement by the Authority (such agreement not to be unreasonably withheld or delayed). The Authority can replace any of its appointed Board Members at its sole and absolute discretion provided that the Authority has given the Supplier reasonable notice of the replacement in writing. Notwithstanding the foregoing, it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board meetings

3.4 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) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

(b) he/she is debriefed by such delegate after the Board Meeting.

3.5 A chairperson shall be appointed by the Authority for each Board as identified in Annex 1 to this Schedule. The chairperson shall be responsible for:

(a) chairing the Board meetings;

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(b) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings; and

(c) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

3.6 The Supplier shall:

(a) schedule Board meetings by agreement with the chairperson;

(b) prepare the agenda for Board meetings for approval by the chairperson;

(c) record the minutes for Board meetings for approval by the chairperson within seven (7) Working Days after Board meetings; and

(d) prepare and circulate all meeting papers to every Board Member no later than ten (10) Working Days before each Board meeting.

3.7 Board meetings shall be quorate as long as at least two representatives from each Party are present but the Authority reserves the right to specify in advance a different quorum requirement depending on the nature of the meeting.

3.8 The Parties shall jointly establish and operate an RDN Board which shall provide the joint leadership function for the RDN and shall include representatives from the Supplier, the Authority and the RRDNs.

4. ROLE OF THE CONTRACT MANAGEMENT BOARD

4.1 The Contract Management Board shall be responsible for reviewing the delivery of the Services and shall:

(a) deal with the prioritisation of resources and confirm the appointment of Contract Managers on behalf of the Parties in accordance with paragraph 2.2 of this Schedule;

(b) review performance of the NIHR RDN and the RDNCC against the Performance Indicators;

(c) (without limitation to (b) immediately above) monitor the Supplier's performance against any and all targets, and its delivery of any and all deliverables, agreed as part of the latest Annual Business Plan;

(d) monitor and oversee any Rectification Plan Processes;

(e) agree corrective actions for the performance management of the RRDNs;

(f) review and (the Parties acting reasonably) agree and give effect to any change or changes proposed by the Authority pursuant to Clause 8.3;

(g) review the Authority Emergent Services and the progress of these against agreed time, cost and quality parameters;

(h) review the financial management and performance of the Supplier and ensure adequate preventative measures are in place at all times to minimise the risk of fraud; and

(i) review the relationship management arrangements to ensure the continued smooth operation of the Contract.

4.2 The Contract Management Board shall meet in May of every Contract Year for the annual review meeting (**Annual Review Meeting**), which shall be attended by the Contract Management Board members and any other persons considered by the Authority necessary for the review.

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4.3 During each Annual Review Meeting the Contract Management Board shall review the performance of the NIHR RDN and the RDNCC over the previous Financial Year which, as a minimum, shall include consideration of:

(a) the framing and content of the performance data that is to be published. For the avoidance of doubt, the Authority shall have sole and absolute discretion over the framing and content of the performance data that is to be published; and

(b) progress in the implementation of the Strategies.

4.4 During the third Annual Review Meeting the Authority shall formally review the impact of the RDNCC against the desired outcomes and expected benefits.

4.5 The Quarterly Contract Management Board meeting in January shall consider:

(a) the draft NIHR RDN Performance and Operating Framework for the following Financial Year;

(b) the draft proposals from the Supplier for RRDN funding allocations for the following Financial Year; and

(c) a draft business plan for the RDNCC for the following Financial Year.

4.6 The Authority shall give at least twenty (20) Working Days' notice of each Contract Management Board meeting, unless the Authority determines in its reasonable opinion that an urgent Contract Management Board meeting is required in which case the Authority shall give a shorter notice. The notice shall include the date, time and location of the meeting.

5. AUTHORITY EMERGENT SERVICES

5.1 If the Authority gives notice pursuant to Clause 6.11 that it requires the Supplier to provide (an) Authority Emergent Service(s), save where the Parties agree to implement such service(s) under the Variation Procedure:

(a) the Authority shall produce a work order in respect of the Authority Emergent Service(s);

(b) the Supplier shall provide any assistance as the Authority reasonably requires in producing a work order; and

(c) the work order shall include, as a minimum, the following:

a. the scope of the Authority Emergent Services;

b. the deliverables;

c. the pricing mechanism (see paragraph 4 of Annex 1 to Schedule 3);

d. the project timetable;

e. any risks and mitigation strategies (if applicable); and

f. any applicable performance indicators (if applicable).

5.2 The work order shall become effective upon signature by both parties.

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6. CONTRACT MANAGEMENT MECHANISMS

6.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

6.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:

(a) the identification and management of risks;

(b) the identification and management of issues; and

(c) monitoring and controlling project plans.

7. ANNUAL BUSINESS PLAN

7.1 The Supplier shall submit to the Authority for Approval (the decision of the Authority to Approve or not shall be at the Authority's sole and absolute discretion) a draft Annual Business Plan for the first Financial Year commencing on the Service Commencement Date no later than twenty (20) Working Days prior to the Service Commencement Date.

7.2 Following the Service Commencement Date the Supplier shall submit to the Authority for Approval (at the Authority's sole and absolute discretion) a draft Annual Business Plan for each successive Financial Year within twenty (20) Working Days before each of the January quarterly meetings of the Contract Management Board.

7.3 The Supplier shall ensure that the draft Annual Business Plan:

(a) (in respect of the first Financial Year commencing on the Service Commencement Date) includes the Supplier's proposals for (i) the Performance Indicator in respect of social value, including the Performance Monitoring Period and Performance Failure Level 1, Performance Failure Level 2 and Performance Failure Level 3 in respect of such indicator; and (ii) soliciting regular and ongoing customer and stakeholder feedback (including feedback from the NIHR RDN Customers and the NIHR RDN Stakeholders) in respect of the Supplier's performance of the Services, including any training to be delivered as part of the Services, on and from or at any time after the Service Commencement Date;

(b) reflects the priorities for the RDNCC as Approved by the Authority during the preceding Quarter;

(c) includes:

a. a specification of key projects and the outcomes and outputs to be delivered;

b. a delivery plan based on tasks and deliverables;

c. a description of the Supplier's methods to avoid any and all Performance Failures; and

d. financial performance and planning proposals for any ongoing Authority Emergent Service(s).

7.4 Following receipt of a draft Annual Business Plan from the Supplier submitted pursuant to paragraph 7.1 and 7.2 of this Schedule, the Authority shall:

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(a) review and comment on the draft Annual Business Plan as soon as reasonably practicable; and

(b) notify the Supplier in writing that it approves or rejects the draft Annual Business Plan no later than five (5) Working Days after the date the draft Annual Business Plan is discussed during the Quarterly Contract Management Board referred to in paragraph 4.5 of this Schedule.

7.5 If the Authority rejects the draft Annual Business Plan:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and

(b) the Supplier shall then revise the draft Annual Business Plan (taking reasonable account of the Authority's comments) and shall re-submit a draft Annual Business Plan to the Authority for the Authority's Approval within ten (10) Working Days of the Authority's notice of rejection. The Authority shall then review and comment on the revised draft Annual Business Plan and notify the Supplier in writing that it approves or rejects it within ten (10) Working Days from receipt. The provisions of paragraph 7 of this Schedule shall apply again to any resubmitted draft Annual Business Plan, provided that either Party may at any time refer any disputed matters for resolution in accordance with the Dispute Resolution Procedure.

7.6 Promptly after the Authority indicates to the Supplier that the Authority accepts the Supplier's proposals for the Performance Indicator in respect of social value, including the Performance Monitoring Period and Performance Failure Level 1, Performance Failure Level 2 and Performance Failure Level 3 in respect of such indicator, the Parties shall agree and execute an amendment to Annex 1 to Part A of Schedule 6 (Performance Measurement and Monitoring) to incorporate such Performance Indicator together with the Performance Monitoring Period and Performance Failure Level 1, Performance Failure Level 2 and Performance Failure Level 3 in respect of such indicator into such schedule.

8. NIHR RDN PERFORMANCE AND OPERATING FRAMEWORK

8.1 The Supplier shall submit to the Authority for Approval (the decision of the Authority to Approve or not shall be at the Authority's sole and absolute discretion) a draft Performance and Operating Framework within 3 months of the Contract Commencement Date.

8.2 The Supplier shall ensure that the draft Performance and Operating Framework:

(a) reflects the priorities for the NIHR RDN as Approved by the Authority; and

(b) takes appropriate account of feedback from NIHR RDN Customers, NIHR RDN Stakeholders and the RDN Board.

8.3 Following receipt of a draft Performance and Operating Framework from the Supplier submitted pursuant to paragraph 8.1 of this Schedule, the Authority shall:

(a) review and comment on the draft Performance and Operating Framework as soon as reasonably practicable; and

(b) notify the Supplier in writing that it approves or rejects the draft Performance and Operating Framework no later than ten (10) Working Days after the date on which the draft Performance and Operating Framework was submitted.

8.4 If the Authority rejects the draft Performance and Operating Framework:

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(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and

(b) the Supplier shall then revise the draft Performance and Operating Framework (taking reasonable account of the Authority's comments) and shall re-submit a draft Performance and Operating Framework to the Authority for the Authority's Approval within ten (10) Working Days of the date of the Authority's notice of rejection.

The Authority shall then review and comment on the revised draft Performance and Operating Framework and notify the Supplier in writing that it approves or rejects it within ten (10) Working Days from receipt.

8.5 The provisions of paragraph 8.4 of this Schedule shall apply again to any resubmitted draft Performance and Operating Framework, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

8.6 The Approved Performance and Operating Framework will be reviewed annually by the RDN Board. Any proposed amendments to the Approved Performance and Operating Framework must be submitted by the Supplier to the Authority no later than 20 Working Days before the January Contract Management Board for Authority to approve no later than 10 Working Days after it was discussed at the Contract Management Board.

9. ANNUAL RRDN FUNDING ALLOCATIONS

9.1 The Supplier shall submit to the Authority for Approval (at the Authority's sole and absolute discretion) draft proposals for RRDN funding allocations for the following Financial Year twenty (20) Working Days before the January quarterly meeting of the Contract Management Board (commencing with the second Contract Year).

9.2 The Supplier shall ensure that draft proposals for RRDN funding allocations:

(a) are within the total budget set by the Authority;

(b) reflect any specific requirements set out by the Authority; and

(c) are produced in collaboration with the RRDNs.

10. REPORTING

10.1 The Supplier shall provide the reports as detailed in the table below:

Name	Content	Delivery Date
1. Quarterly NIHR RDN activity and performance reports and performance of the RDN against targets and measures that are agreed annually	Any management information reasonably requested by the Authority from time to time.	10 Working Days before the July Contract Management Board quarterly meeting; 10 Working Days before the October Contract Management Board quarterly meeting; and 10 Working Days before the January Contract

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		Management Board quarterly meeting
2. Annual NIHR RDN activity and performance reports and performance of the RDN against targets and measures that are agreed annually	Any management information reasonably requested by the Authority from time to time.	10 Working Days before the Annual Contract Management Board in May
3. Quarterly reports on the performance of the RDNCC against the Contract	Any and all information and data highlighting the Supplier's performance against the Performance Indicators. Any other management information reasonably requested by the Authority from time to time. Risk register	10 Working Days before the July Contract Management Board quarterly meeting; and 10 Working Days before the October Contract Management Board quarterly meeting 10 Working Days before the January Contract Management Board quarterly meeting
4. Annual report on the performance of the RDNCC against the Contract	Any and all information and data highlighting the Supplier's performance against the Performance Indicators. Any other management information reasonably requested by the Authority from time to time. Risk register	10 Working Days before the annual Contract Management Board in May
5. Quarterly RRDN budget monitoring returns	Total RRDN expenditure to the end of the preceding financial quarter, and forecast Monthly total RRDN expenditure for the remainder of the Financial Year, and for subsequent Financial Years. Returns to be made by completion of a standard template provided by the Authority.	As specified by the Authority
6. Annual reports on the Insurances	As specified by the Authority	Upon request by the Authority
7. Security reports	As specified by the Authority	Upon request by the Authority

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ANNEX 1
CONTRACT MANAGEMENT BOARD REPRESENTATION AND STRUCTURE

Authority Members of Contract Management Board	[redacted]
Supplier Members of Contract Management Board	[redacted]
Start Date for Contract Management Board meetings	1st Working Day in July 2024.
Frequency of Contract Management Board meetings	***Quarterly Meetings***: July, October, January in each Contract Year after the Service Commencement Date and any additional meetings as reasonably required by the Authority. ***Annual Meeting***: May (covers whole Financial Year PLUS last quarter of previous Financial Year)
Location of Contract Management Board meetings	The Authority

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SCHEDULE 22 CONDUCT OF CLAIMS

1. INDEMNITIES

1.1 This Schedule shall apply to the conduct by a Party from whom an indemnity is sought under this Contract (the **Indemnifier**), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the **Beneficiary**).

1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Contract (a **Claim**), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.

1.3 Subject to paragraphs 1.5 and 2.2 of this Schedule, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to paragraph 2.2 of this Schedule, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.

1.4 With respect to any Claim conducted by the Indemnifier pursuant to paragraph 1.3 of this Schedule:

(a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;

(b) the Indemnifier shall not bring the name of the Beneficiary into disrepute;

(c) the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and

(d) the Indemnifier shall conduct the Claim with all due diligence.

1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Contract, if:

(a) the Indemnifier is not entitled to take conduct of the Claim in accordance with paragraph 1.3 of this Schedule;

(b) the Indemnifier fails to notify the Beneficiary in writing of the Authority's intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or

(c) the Indemnifier fails to comply in any material respect with the provisions of paragraph 1.4 of this Schedule.

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2. SENSITIVE CLAIMS

2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a **Sensitive Claim**), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount, which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.

2.2 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which paragraph 1.3 of this Schedule applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

3. RECOVERY OF SUMS

3.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum, which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

(a) an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and

(b) the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

4. MITIGATION

4.1 Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

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SCHEDULE 23 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The Controller's Data Protection Officer is Redacted in , supported by the Office of the Data Protection Officer Redacted in acordance .

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

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 26.27.
Subject matter of the processing	The Supplier is appointed by the Authority to process Personal Data (as described below) in accordance with Clause 26.27 (Protection of Personal Data) of the Contract to fulfil its obligations to the Authority under the Contract. The processing of Personal Data includes: • processing of Personal Data relating to: o patients and the public involved in research and other RDN activities; o employees of NHS organisations and other health and care providers and other research sites engaged in RDN activities; o employees of commercial and non-commercial research organisations and other health care and health research related bodies. • exchange and sharing of Personal Data with: o representatives and authorised agents from other parts of the NIHR DHSC, other government departments, regulators, arm's length bodies, and Higher Education Institutions; and o other third parties/bodies on an ad hoc basis. The following list of specific processing activities to be carried out on behalf of the Authority outlined below is not exhaustive: **1. RDNCC** a. collection, storage and maintenance of Personal Data in relation to membership of boards and committees as per the governance framework adopted by the RDNCC, including

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	the creation of ad hoc working groups or project groups, e.g. Executive Board, SMT, Consortium Board, etc., Cluster Specialty Groups, PPIE Framework; b. collection, storage and maintenance of Personal Data for mailing lists contact lists, stakeholder lists, e.g. NIHR RDN Newsletter, Cluster office contact lists, RRDN central contacts list, Devolved Administration contacts list, PRAI List, opt-out lists (various) and charity contacts; c. collection, storage and maintenance of Personal Data in relation to RRDNs - key individuals e.g. partner surveys, appointments, performance review/appraisals of COOs and CDs and feedback; d. accessing, uploading and exchanging Personal Data held in systems managed by DHSC, e.g. Salesforce, for the purposes of business development and targeted marketing; e. collection, storage and maintenance of Personal Data for events, e.g. creation of attendee lists and workshop invites; f. collection, storage and maintenance of Persona! Data in relation to Cluster office business, e.g. award applications, specialty objectives (e.g. Royal College Award Scheme), specialty cluster objective lists, Ageing Trainee Applications and contact lists; g. collection, storage and maintenance of Personal Data as detailed in Confidentiality Disclosure Agreements, Non-Disclosure Agreements, Data Processing Agreements, Data Sharing Agreements, Memorandum of Understandings with Devolved Nations and other formal contractual agreements of this type (e.g. CDAI (commercial), CDA2 (individual and institution)); h. collection and storage of Personal Data derived from surveys, e.g. results via SurveyMonkey or other such surveys carried out for a variety of purposes, e.g. employee feedback; i. collection, storage and maintenance of Personal Data in relation to the provision of research support services (eligibility function and study support services throughout life-cycle of study), e.g. commercial company contacts, research management community contacts out in RRDNs and funder contact details; and

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	j. collection and storage of Personal Data, including photographic images, quotes, stories, transcripts of interviews with patients, Exec, SMT, etc. and any associated consents for use by a variety of Directorates within RDNCC to promote its aims and objectives, e.g. patient stories and event photographs. In addition to processing the above, RDNCC also delivers specific activities relating to two systems: **2. JDR** a. Collection, storage and maintenance of Personal Data in relation to volunteers signing up to the JDR Registry; b. Collection, storage and maintenance of Personal Data from proxy consent providers who have signed on behalf of volunteer; c. exchange and maintenance of Personal Data for mailing lists and surveys, e.g. JDR newsletter contact list, JDR Champions List, Welcome Pack list and ad hoc surveys; d. exchange of Personal Data held in the JDR Registry data with key Alzheimer charities, HEIs, the NHS bodies and individuals and other research organisations to enable volunteers to be matched to studies, a process that is underpinned by agreed MOUs and DPAs; and e. collection, storage and maintenance of Personal Data relating to representatives of Alzheimer charities, HEIs, NHS bodies and individuals and other research organisations to fulfil contractual obligations under agreements with such organisations (e.g. Data Processing Agreements, Memorandums of Understanding). **3. Be Part of Research (formerly UKCTG)** a. collection of Personal Data in relation to users of Be Part of Research to provide analytical, statistical information i.e. internet provider address and website originated from, cookie ID (only as a number), navigation data and hyperlinks clicked upon; b. collection, storage and maintenance of Personal Data in relation representatives of third parties signed up to Data Processing Agreement/Data Sharing Agreement to

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	provide research study data for Be Part of Research; and c. collection, storage and maintenance of Personal Data of Be Part of Research users who have subsequently signed up to a newsletter, focus group work or surveys, to aid future service provision and website development.
Duration of the processing	The duration of the Processing is for the period from the Contract Commencement Date until the Expiry Date. Dates will vary according to the specific contract being delivered or work order in place.
Nature and purposes of the processing	The RDNCC is supplied by the Supplier. The RDNCC enables the RDN to support around 6,000 – 7,000 research studies each year. The collection of all studies supported is the RDN Portfolio. The RDN meets the costs of: • NHS staff that support research and provides specialist training so that patients can be confident that research is being delivered by trained, experienced front-line NHS staff; and • using NHS facilities, such as scanners and x-rays that are needed in the course of a study, so that research is not subsidised with funding that has been provided for patient care. The RDN provides practical help in identifying and recruiting patients for RDN Portfolio studies, so that researchers can be confident of completing the study on time and as planned. The RDN is made up of 12 RRDNs, which cover the length and breadth of England and delivers research across a range of clinical specialties and settings at a national and local level. The Personal Data shall be Processed as necessary for the Supplier to provide the Services as described in the Contract, Contract Variations and separate work orders. The key purposes of processing Personal Data include: • receiving, reviewing and administering clinical studies. Where appropriate this includes sharing information with agreed third parties such as research charities, government health and social care services, NHS Trusts, Health Research Authority where a DHSC agreement exists for processing data.

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	• general management of the RDNCC and wider RDN, and for activities relating to the strategic and operational plans of the RDNCC and wider RDN. The nature of the processing that takes place within RDNCC will facilitate the delivery of its contractual obligations under the Contract.
Type of Personal Data	The following categories of Personal Data are processed. **1. RDNCC** See above. **2. Join Dementia Research (JDR)** In terms of applicants, volunteers and registrants: a. name b. gender c. date of birth d. home address e. special category data re. medical conditions f. telephone contact details g. email address(es) h. power of attorney/proxy consents i. various contact /mailing list for JDR newsletter, welcome pack, JDR Champions, Charity Contacts j. Charity contact details k. photographic images - patients, stakeholders, staff and associated consents l. patient and researcher stories, quotes, interviews and associated consents m. expense claims for stakeholders, patients, staff n. event contact lists and invites including dietary and any special needs requirements. o. external email contact addresses e.g. charity representatives p. Applications (e.g. JDR Champions) q. survey results via survey monkey or other routes - ad-hoc for JDR r. Meeting notes and minutes citing attendance, key comments, actions for individuals/groups s. google forms and documents t. membership lists u. feedback forms - various v. Opt-out lists w. virtual forum discussion records x. downloads and analysis from JDR system y. other personal data that may result from individuals over whom we have no authority or control **3. Be Part of Research (formerly UKCTG)** a. email addresses of signees to newsletter

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	b. contact/mailing lists to provide ease of communication with those signed up to provide input to focus group work and site redevelopment c. External email contact addresses for 3rd party suppliers and others d. stakeholder photographs, stories e. expense claims for stakeholders, patients, staff f. event contact lists and invites including dietary and any special needs requirements. g. Meeting notes and minutes citing attendance, key comments, actions for individuals/groups h. google forms and documents i. membership lists e.g. focus group j. survey results via survey monkey or other routes - ad-hoc for Be Part of Research k. feedback forms - various l. Opt-out lists m. virtual forum discussion records n. downloads and analysis from JDR system o. other personal data that may result from individuals over whom we have no authority or control In addition, the Supplier processes the following types of special categories of Personal Data for and on behalf of the Authority: **4. RDNCC** a. None. **5. JDR** a. health information, e.g., consent form collects health data from registrant or their proxy 6. **Be Part of Research** - no special categories of data
Categories of Data Subject	As Processor, the Supplier processes Personal Data relating to the following categories of Data Subject: a. RDNCC b. RDN National Specialty Leads c. Host Trust Lead staff d. RRDN staff e. Key stakeholders (various including internal and external) f. Patient and public involvement representatives g. Carer representatives h. Members of the public (e.g. general enquiries) i. Principal Investigators, Chief Investigators j. Users of RDNCC managed systems

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	k. System support employees - external l. Website (internal and external) users m. Key contacts for charity organisations (name, email, phone number) n. Key contacts for Devolved Administrations (name, email, phone number) o. Board Membership p. Committee Membership q. Working Group Membership r. Project Group Membership s. Google Group Membership t. Forum Membership u. Ad-hoc Group Membership v. Google Site Membership w. HEI employees x. Subscribers (various) y. Key contacts for other third parties not listed above (name, email, phone number) z. Key contacts for Commercial organisations (name, email, phone number) aa. Key contacts for Non-commercial organisations (name, email, phone number) bb. NHS key contact details (name, email, phone number) cc. DHSC key contacts details (name, email, phone number) In addition to the above, RDNCC also processes personal data relating to the following categories of data subjects within two specific systems as follows: **JDR** a. Direct JDR volunteers b. Proxy JDR registrants c. Stakeholders d. JDR employees e. System support employees – external f. Charity representatives g. HEI representatives h. NHS representatives i. DHSC key contacts j. Key contacts for other third parties not listed above (name, email phone number)

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	Be Part of Research a. Stakeholders b. System support employees - external c. Charity representatives d. HEI representatives e. NHS representatives f. DHSC key contacts g. Key study contacts h. Key contacts for other third parties not listed above (name, email, phone number) The above lists are not exhaustive.
Plan for return and destruction of data once the processing is complete UNLESS required under Law to preserve such data	Pursuant to Clause 14 (Records, Audit Access and Open Book Data) of the Contract, the Supplier is required to keep and maintain for seven (7) years after the Expiry Date (or as long a period as may be agreed between the Parties) full and accurate records and accounts of the operation of the Contract, which shall include Personal Data and special categories of Personal Data.