

**32. TERMINATION BY EITHER PARTY**

- 32.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Contract in accordance with Clause 29.6a) (Force Majeure).

**33. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION**

- 33.1 Where the Customer has the right to terminate this Contract, the Customer shall be entitled to terminate or suspend all or part of this Contract provided always that, if the Customer elects to terminate or suspend this Contract in part, the parts of this Contract not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Contract.
- 33.2 Any suspension of this Contract under Clause 33.1 shall be for such period as the Customer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.

**34. CONSEQUENCES OF EXPIRY OR TERMINATION**

- 34.1 Consequences of termination under Clauses 30.1 and 30.2 (Termination on Material Default), 30.3 (Termination in Relation to Financial Standing), 30.10 (Termination in Relation to DMP Agreement)

- 34.2 Where the Customer:

- a) terminates (in whole or in part) this Contract under any of Clauses 30.1, 30.2, 30.3 and 30.10; and
- b) then makes other arrangements for the supply of the Goods and/or Services,

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

- 34.3 Consequences of termination under Clauses 30.9 (Termination without Cause) and 31.1(Termination on Customer Cause for Failure to Pay)

- 34.4 Where:

- a) the Customer terminates (in whole or in part) this Contract under Clause 30.9 (Termination without Cause); or
- b) the Supplier terminates this Contract pursuant to Clause 31.1 (Termination on Customer Cause for Failure to Pay),

the Customer shall 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.

- 34.5 The Supplier shall take all reasonable steps to mitigate Losses identified in accordance with Clause 34.4.

- 34.6 The Supplier shall submit a fully itemised and costed list of such Losses identified in accordance with supporting evidence including such further

evidence as the Customer may require, reasonably and actually incurred by the Supplier.

- 34.7 The Customer shall not be liable under Clause 34.4 to pay any sum which:
- (a) 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; or
  - (b) when added to any sums paid or due to the Supplier under this Contract, exceeds the total sum that would have been payable to the Supplier if this Contract had not been terminated.
- 34.8 Consequences of termination under Clause 32.1 (Termination for Continuing Force Majeure Event)
- (a) The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Contract for a continuing Force Majeure Event pursuant to Clause 32.1 (Termination for Continuing Force Majeure Event).
- 34.9 Consequences of Termination for any reason
- a) Save as otherwise expressly provided in this Contract:
  - b) 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
  - c) termination of this Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 12 (Records, Audit Access & Open Book Data), 22 (Intellectual Property Rights), 23.10 to 23.18 (Confidentiality), (Freedom of Information) 23.25 to 23.39 (Data Protection), 25 (Liability), 34 (Consequences of Expiry or Termination), 40 (Severance), 42 (Entire Agreement), 43 (Third Party Rights) 45 (Dispute Resolution) and 46 (Governing Law and Jurisdiction), and the provisions of Contract Schedule 1 (Definitions), Contract Schedule 3 (Contract Charges, Payment and Invoicing), Contract Schedule 5 (Staff Transfer), Contract Schedule 6 (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 Contract Expiry Date.

## **M. MISCELLANEOUS AND GOVERNING LAW**

### **35. COMPLIANCE**

#### **Health and Safety**

- 35.1 The Supplier shall perform its obligations under this Contract (including those in relation to the Goods and/or Services) in accordance with:
- a) all applicable Law regarding health and safety; and

- b) the Customer's health and safety policy (as provided to the Supplier from time to time) whilst at the Customer Premises.
- 35.2 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 Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract
- 35.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.

### **Equality and Diversity**

- 35.4 The Supplier shall perform its obligations under this Contract (including those in relation to provision of the Goods and/or 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 Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
- 35.5 The Supplier take all necessary steps, and inform the Customer 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**

- 35.6 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**

- 35.7 The Supplier shall, when working on the Sites, perform its obligations under this Contract in accordance with the Environmental Policy of the Customer.
- 35.8 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Suppliers written request.

### **36. ASSIGNMENT AND NOVATION**

- 36.1 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.
- 36.2 The Customer 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 Contracting Authority; or
- b) 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 Customer; or
- c) any private sector body which substantially performs the functions of the Customer,

and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 36.2.

- 36.3 A change in the legal status of the Customer shall not, subject to Clause 36.4 affect the validity of this Contract and this Contract shall be binding on any successor body to the Customer.
- 36.4 If the Customer 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 36.2c) (the "**Transferee**" in the rest of this Clause 36.4) the right of termination of the Customer in Clause 30.4 (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 30.4 (Termination on Insolvency) and to Supplier or DMP Guarantor or Contract Guarantor in the definition of Insolvency Event were references to the Transferee).

### **37. WAIVER AND CUMULATIVE REMEDIES**

- 37.1 The rights and remedies under this Contract may be waived only by notice in accordance with Clause 44 (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.
- 37.2 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.

### **38. RELATIONSHIP OF THE PARTIES**

- 38.1 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.

### **39. PREVENTION OF FRAUD AND BRIBERY**

- 39.1 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.

39.2 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 Customer or any of the Customer'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.

39.3 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 39.3a) and make such records available to the Customer on request;
- c) if so required by the Customer, within twenty (20) Working Days of the Contract Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Goods and/or Services in connection with this Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
- d) have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Suppliers behalf from committing a Prohibited Act.

39.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 39.1, 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 otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

39.5 If the Supplier makes a notification to the Customer pursuant to Clause 39.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records

and/or any other relevant documentation in accordance with Clause 12 (Records, Audit Access and Open Book Data).

- 39.6 If the Supplier breaches Clause 39.3, the Customer may by notice:
- a) require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Suppliers breach; or
  - b) immediately terminate this Contract for material Default.
- 39.7 Any notice served by the Customer under Clause 39.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Contract shall terminate).

#### **40. SEVERANCE**

- 40.1 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.
- 40.2 In the event that any deemed deletion under Clause 40.1 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.
- 40.3 If the Parties are unable to resolve the Dispute arising under Clause 40 within twenty (20) Working Days of the date of the notice given pursuant to Clause 40.2, 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 Clause 40.

#### **41. FURTHER ASSURANCES**

- 41.1 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.

#### **42. ENTIRE AGREEMENT**

- 42.1 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.
- 42.2 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.
- 42.3 Nothing in Clause 42 shall exclude any liability in respect of misrepresentations made fraudulently.

### 43. THIRD PARTY RIGHTS

- 43.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs and 1.4, 2.3 and 2.8 of Part D of Contract Schedule 5 (Staff Transfer) (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.
- 43.2 Subject to Clause 43.1, 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.
- 43.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.
- 43.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 43.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

### 44. NOTICES

- 44.1 Except as otherwise expressly provided within this Contract, any notices sent under this Contract must be in writing. For the purpose of Clause 44, an e-mail is accepted as being "in writing".
- 44.2 Subject to Clause 44.3, 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:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 44.3 and 44.4)	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™ 1 <sup>st</sup> 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
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44.3 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™ 1<sup>st</sup> Class or other prepaid in the manner set out in the table in Clause 44.2:

- i. any Termination Notice (Clause 30 (Customer Termination Rights)),
- ii. any notice in respect of:
  - (a) partial termination, suspension or partial suspension (Clause 33 (Partial Termination, Suspension and Partial Suspension))
  - (b) waiver (Clause 37 (Waiver and Cumulative Remedies))
  - (c) Default or Customer Cause; and
  - (d) Any Dispute Notice.

44.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 42.3 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™ 1<sup>st</sup> Class delivery (as set out in the table in Clause ) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

44.5 Clause 44 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

44.6 For the purposes of Clause 44, the address and email address of each Party shall be as specified in the Contract Order Form.

#### **45. DISPUTE RESOLUTION**

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

45.2 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Contract until a Dispute has been resolved.

**46. GOVERNING LAW AND JURISDICTION**

- 46.1 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.
- 46.2 Subject to Clause 45 (Dispute Resolution) and Contract Schedule 6 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales (unless stated differently in the Contract Order Form) 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.

## CONTRACT SCHEDULE 1: DEFINITIONS

1. In accordance with Clause **Error! Reference source not found.** (Definitions), in this Dynamic Purchasing System Agreement including its Recitals the following expressions shall have the following meanings:

<b>"Achieve"</b>	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>"Acquired Rights Directive"</b>	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;
<b>"Additional Clauses"</b>	means the additional Clauses in Contract Schedule 12 (Alternative and/or Additional Clauses) and any other additional Clauses set out in the Contract Order Form or elsewhere in this Contract ;
<b>"Affected Party"</b>	means the party seeking to claim relief in respect of a Force Majeure;
<b>"Affiliates"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Alternative Clauses"</b>	means the alternative Clauses in Contract Schedule 12 (Alternative and/or Additional Clauses) and any other alternative Clauses set out in the Contract Order Form or elsewhere in this Contract ;
<b>"Approval"</b>	means the prior written consent of the Customer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;
<b>"Approved Sub-Licensee"</b>	means any of the following: <ol style="list-style-type: none"> <li>a) a Central Government Body;</li> <li>b) any third party providing goods and/or services to a Central Government Body; and/or</li> <li>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 Customer;</li> </ol>
<b>"Auditor"</b>	means: <ol style="list-style-type: none"> <li>a) the Customer's internal and external auditors;</li> <li>b) the Customer's statutory or regulatory auditors;</li> <li>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>d) HM Treasury or the Cabinet Office;</li> </ol>

	<p>e) any party formally appointed by the Customer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above.</p>
<b>"Authority"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"BACS"</b>	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Call for Competition Procedure"</b>	means the competition procedure described in paragraph 2 of DMP Schedule 5 (Call for Competition Procedure);
<b>"Contract Commencement Date"</b>	means the date of commencement of this Contract set out in the Contract Order Form;
<b>"Contract "</b>	means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the DMP Agreement ), which consists of the terms set out in the Contract Order Form and the Contract Terms;
<b>"Contract Charges"</b>	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer and/or via the ESFA under this Contract, as set out in Annex 1 of Contract Schedule 3 (Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions;
<b>"Contract Period"</b>	means the term of this Contract from the Contract Commencement Date until the Contract Expiry Date;
<b>"Contract Year"</b>	means a consecutive period of twelve (12) Months commencing on the Contract Commencement Date or each anniversary thereof;
<b>"Contract Expiry Date"</b>	<p>means:</p> <p>a) the end date of the Contract Initial Period or any Contract Extension Period; or</p> <p>b) if this Contract is terminated before the date specified in (a) above, the earlier date of termination of this Contract;</p>
<b>"Contract Extension Period"</b>	means such period or periods up to a maximum of the number of years in total as may be specified by the Customer, pursuant to Clause 5.2 and in the Contract Order Form;
<b>"Contract Initial Period"</b>	means the initial term of this Contract from the Contract Commencement Date to the end date of the initial term stated in the Contract Order Form;
<b>"Contract Order Form"</b>	means the order form applicable to this Contract containing details of the parties and the service to be provided that is generated at the end of the DMP process or otherwise provided;

<b>"Call for Competition Procedure"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Contract Schedule"</b>	means a schedule to this Contract;
<b>"Contract Tender"</b>	means the tender submitted by the Supplier in response to the Customer's Statement of Requirements following a Call for Competition Procedure and set out at Contract Schedule 5 (Contract Tender);
<b>"Contract Terms"</b>	means the terms applicable to and set out in this Contract;
<b>"Central Government Body"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Change in Law"</b>	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Contract which comes into force after the Contract Commencement Date;
<b>"Change of Control"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Charges"</b>	means the charges raised under or in connection with this Contract from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;
<b>"Charging Structure"</b>	means the structure to be used in the establishment of the charging model which is applicable to the Contract, which is set out in Contract Schedule 3 (Contract Prices and Charging Structure);
<b>"Commercially Sensitive Information"</b>	means the Confidential Information listed in the Contract Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
<b>"Confidential Information"</b>	means the Customer's Confidential Information and/or the Suppliers Confidential Information, as the context specifies;
<b>"Contracting Authority"</b>	means the Authority, the Customer and any other bodies listed in the OJEU Notice;
<b>"Control"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Controller"</b>	take the meaning given in the GDPR
<b>"Conviction"</b>	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;
<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services:</p> <p>a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:</p> <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Personnel;</li> <li>ii) employer's national insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) work place accommodation;</li> <li>viii) work place IT equipment and tools reasonably necessary to provide the Goods and/or Services (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Customer;</li> </ul> <p>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 Customer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Goods and/or Services;</p>
<b>"Crown"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Crown Body"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"CRTPA"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Customer"</b>	means the customer(s) identified in the Contract Order Form;
<b>"Customer Assets"</b>	means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may

	be used in connection with the provision of the Goods and/or Services;
<b>"Customer Background IPR"</b>	<p>means:</p> <p>a) IPRs owned by the Customer before the Contract Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, software, processes and procedures;</p> <p>b) IPRs created by the Customer independently of this Contract ; and/or</p> <p>c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;</p>
<b>"Customer Cause"</b>	means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Customer is liable to the Supplier;
<b>"Customer Data"</b>	<p>means:</p> <p>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 Customer's Confidential Information, and which:</p> <p>are supplied to the Supplier by or on behalf of the Customer; or</p> <p>the Supplier is required to generate, process, store or transmit pursuant to this Contract ; or</p> <p>b) any Personal Data for which the Customer is the Data Controller;</p>
<b>"Customer Premises"</b>	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Goods and/or Services (or any of them);
<b>"Customer Property"</b>	means the property, other than real property and IPR, including any equipment issued or made available to the Supplier by the Customer in connection with this Contract ;
<b>"Customer Representative"</b>	means the representative appointed by the Customer from time to time in relation to this Contract;
<b>"Customer Responsibilities"</b>	means the responsibilities of the Customer set out in the Contract Order Form or agreed in writing between the Parties from time to time in connection with this Contract ;
<b>"Customer's Confidential Information"</b>	<p>means:</p> <p>all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Customer (including all Customer Background IPR and Project Specific IPR);</p>

	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 Customer's attention or into the Customer's possession in connection with this Contract ; and information derived from any of the above;
<b>"Data Loss Event"</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
<b>"Data Protection Impact Assessment"</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	means i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time  (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy;  (iii) all applicable Law about the processing of personal data and privacy
<b>"Data Protection Officer"</b>	take the meaning given in the GDPR
<b>"Data Subject"</b>	take the meaning given in the GDPR
<b>"Data Subject Request"</b>	means request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deductions"</b>	means any form of Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Contract;
<b>"Default"</b>	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its 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 Customer;
<b>"Deliverable"</b>	means an item or feature in the supply of the Goods and/or Services delivered or to be delivered by the Supplier at any other stage during the performance of this Contract;
<b>"Delivery"</b>	means delivery in accordance with the terms of this Contract as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Contract and accepted by the Customer and <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;

<b>"Disclosing Party"</b>	has the meaning given to it in Clause 23.10 to 23.18 (Confidentiality);
<b>"Dispute"</b>	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 Goods and/or 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;
<b>"Dispute Notice"</b>	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
<b>"Dispute Resolution Procedure"</b>	means the dispute resolution procedure set out in Contract Schedule 6 (Dispute Resolution Procedure);
<b>"DMP Agreement"</b>	means the DMP Agreement between the Authority and the Supplier referred to in the Contract Order Form;
<b>"DMP Commencement Date"</b>	means the date of commencement of the DMP Agreement as stated in the Contract Schedule 1 (Definitions);
<b>"DMP Period"</b>	means the period from the DMP Commencement Date until the termination of the DMP Agreement;
<b>"DMP Schedule"</b>	means a schedule to the DMP Agreement;
<b>"Documentation"</b>	means all documentation as: <ul style="list-style-type: none"> <li>a) is required to be supplied by the Supplier to the Customer under this Contract;</li> <li>b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods and/or Services;</li> <li>c) is required by the Supplier in order to provide the Goods and/or Services; and/or</li> <li>d) has been or shall be generated for the purpose of providing the Goods and/or Services;</li> </ul>
<b>"DOTAS"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"DPA 2018"</b>	means Data Protection Act 2018;
<b>"Due Diligence Information"</b>	means any information supplied to the Supplier by or on behalf of the Customer prior to the Contract Commencement Date;
<b>"Employee Liabilities"</b>	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 of part 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 Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;

f) claims whether in tort, contract or statute or otherwise;

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 Regulations or EIRs"**

has the meaning given to it in DMP Schedule 1 (Definitions);

**"Environmental Policy"**

means 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 Customer;

**"Exit Plan"**

means the exit plan described in paragraph 5 of Contract Schedule 10 (Exit Management);

**"Expedited Dispute Timetable"**

means the timetable set out in paragraph 5 of Contract Schedule 6 (Dispute Resolution Procedure);

**"FOIA"**

has the meaning given to it in DMP Schedule 1 (Definitions);

**"Force Majeure"**

means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:

a) acts, events, omissions, happenings or non happenings beyond the reasonable control of the Affected Party which

prevent or materially delay the Affected Party from performing its obligations under this Contract ;

b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

c) acts of the Crown, local government or Regulatory Bodies;

d) fire, flood or any disaster; and

e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:

i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and

ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

iii) 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 goods and/or Services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Goods and/or Services (or any part of the Goods and/or Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

**"Fraud"**  
**"General Anti-Abuse Rule"**

has the meaning given to it in DMP Schedule 1 (Definitions);  
has the meaning given to it in DMP Schedule 1 (Definitions);

**"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;

**"GDPR"**

means the General Data Protection Regulation (*Regulation (EU) 2016/679*)

**"Good Industry Practice"**

has the meaning given to it in DMP Schedule 1 (Definitions);

**"Goods"**

means the goods to be provided by the Supplier to the Customer as specified in Annex 2 of Contract Schedule 2 (Goods and and/or Services);

**"Government"**

has the meaning given to it in DMP Schedule 1 (Definitions);

**"Government Procurement Card"**

means the Government's preferred method of purchasing and payment for low value goods or services <https://www.gov.uk/government/publications/government-procurement-card--2> ;

<b>"Halifax Abuse Principle"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"HMRC"</b>	means Her Majesty's Revenue and Customs;
<b>"Holding Company"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"ICT Policy"</b>	means the Customer's policy in respect of information and communications technology, referred to in the Contract Order Form, which is in force as at the Contract Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time.
<b>"Information"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);

**"Insolvency Event"**

means, in respect of the Supplier or DMP Guarantor or Contract Guarantor (as applicable):

a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

where the Supplier or DMP Guarantor or Contract Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or

any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

**"Installation Works"**

means all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract Order Form;



<b>"Intellectual Property Rights" or "IPR"</b>	<p>means</p> <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, KnowHow, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"IPR Claim"</b>	<p>means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Goods and/or Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Contract;</p>
<b>"Joint Controllers"</b>	<p>means where two or more Controllers jointly determine the purposes and means of processing;</p>
<b>"Key Performance Indicators" or "KPIs"</b>	<p>means the performance measurements and targets in respect of the Suppliers performance of the DMP Agreement set out in Part B of DMP Schedule 2 (Goods and/or Services and Key Performance Indicators);</p>
<b>"Key Sub-Contract"</b>	<p>means each Sub-Contract with a Key Sub-Contractor;</p>
<b>"Key Sub-Contractor"</b>	<p>means any Sub-Contractor:</p> <p>a) nominated as part of the Selection Questionnaire (SQ);</p> <p>b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Contract Charges forecast to be payable under this Contract;</p>
<b>"Know-How"</b>	<p>means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Contract Commencement Date;</p>
<b>"Law"</b>	<p>means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements, including</p>

	but not limited to ESFA rules and codes of conduct. with which the Supplier is bound to comply;
<b>"LED"</b>	means Law Enforcement Directive ( <i>Directive (EU) 2016/680</i> );
<b>"Losses"</b>	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 <b>"Loss"</b> shall be interpreted accordingly;
<b>"Man Day"</b>	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	means the hours spent by the Supplier Personnel properly working on the provision of the Goods and/or Services including time spent travelling (other than to and from the Suppliers offices, or to and from the Sites) but excluding lunch breaks;
<b>"Month"</b>	means a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"Occasion of Tax Non-Compliance"</b>	means: <ul style="list-style-type: none"> <li>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent.</li> </ul> </li> <li>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Contract Commencement Date or to a civil penalty;</li> </ul>
<b>"Open Book Data"</b>	means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Contract Charges already paid or payable and Contract Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to: <ul style="list-style-type: none"> <li>a) the Suppliers Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all goods and/or services;</li> <li>b) operating expenditure relating to the provision of the Goods and/or Services including an analysis showing:</li> </ul>

the unit costs and quantity of Goods and any other consumables and bought-in goods and/or services;

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;

a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Suppliers Profit Margin;

c) Overheads;

d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Goods and/or Services;

e) the Supplier Profit achieved over the Contract Period and on an annual basis;

f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and

h) the actual Costs profile for each Service Period.

**"Order"** means the order for the provision of the Goods and/or Services placed by the Customer with the Supplier in accordance with the DMP Agreement and under the terms of this Contract ;

**"Other Supplier"** means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;

**"Overhead"** means those amounts which are intended to recover a proportion of the Suppliers or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";

**"Parent Company"** means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;

**"Party"** means the Customer or the Supplier and **"Parties"** shall mean both of them;

**"Personal Data"** take the meaning given in the GDPR;

<b>“Personal Data Breach”</b>	take the meaning given in the GDPR;
<b>"PQQ Response"</b>	means, where the DMP Agreement has been awarded under the Restricted Procedure, the response submitted by the Supplier to the Pre-Qualification Questionnaire issued by the Authority, and the expressions “Restricted Procedure” and “Pre-Qualification Questionnaire” shall have the meaning given to them in the Regulations;
<b>"Processing"</b>	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 <b>"Process"</b> and <b>"Processed"</b> shall be interpreted accordingly;
<b>“Processor”</b>	take the meaning given in the GDPR;
<b>"Prohibited Act"</b>	<p>means any of the following:</p> <p>to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Authority or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or</li> <li>iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
<b>“Protected Measures”</b>	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 and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Contract Schedule 4 (Security);
<b>"Project Specific IPR"</b>	means:

	<p>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</p> <p>b) IPR in or arising as a result of the performance of the Suppliers obligations under this Contract and all updates and amendments to the same; but shall not include the Supplier Background IPR;</p>
<b>"Quality Standards"</b>	<p>means any:</p> <p>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;</p> <p>b) standards detailed in the specification in DMP Schedule 2 (Goods and/or Services and Key Performance Indicators);</p> <p>c) standards detailed by the Customer in the Contract Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time.</p>
<b>"Recipient"</b>	has the meaning given to it in Clauses 23.10 to 23.18 (Confidentiality);
<b>"Rectification Plan"</b>	means the rectification plan pursuant to the Rectification Plan Process;
<b>"Rectification Plan Process"</b>	means the process set out in Clause 27.3 (Rectification Plan Process);
<b>"Registers"</b>	has the meaning given to in Contract Schedule 10 (Exit Management);
<b>"Regulations"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Related Supplier"</b>	means any person who provides goods and/or services to the Customer which are related to the Goods and/or Services from time to time;
<b>"Relevant Conviction"</b>	means a Conviction that is relevant to the nature of the Goods and/or Services to be provided or as specified in the Contract Order Form;
<b>"Relevant Requirements"</b>	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;
<b>"Relevant Tax Authority"</b>	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;

<b>"Relevant Transfer"</b>	means a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>"Relief Notice"</b>	has the meaning given to it in Clause 28 (Supplier Relief Due to Customer Cause);
<b>"Replacement Goods"</b>	means any goods which are substantially similar to any of the Goods and which the Customer receives in substitution for any of the Goods following the Contract Expiry Date, whether those goods are provided by the Customer internally and/or by any third party;
<b>"Replacement Services"</b>	means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the Contract Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
<b>"Replacement Sub-Contractor"</b>	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>"Replacement Supplier"</b>	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Goods and/or Services for its own account, shall also include the Customer;
<b>"Request for Information"</b>	means a request for information or an apparent request relating to this Contract or the provision of the Goods and/or Services or an apparent request for such information under the FOIA or the EIRs;
<b>"Restricted Countries"</b>	has the meaning given to it in Clause 34.6.3 (Protection of Personal Data);
<b>"Security Management Plan"</b>	means the Suppliers security management plan prepared pursuant to paragraph 4 of Contract Schedule 4 (Security) a draft of which has been provided by the Supplier to the Customer in accordance with paragraph 4 of Contract Schedule 4 (Security) and as updated from time to time;
<b>"Security Policy"</b>	means the Customer's security policy, referred to in the Contract Order Form and / or in contract schedule 2, in force as at the Contract Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Security Policy Framework"</b>	the current HMG Security Policy DMP that can be found at <a href="https://www.gov.uk/government/publications/securitypolicy-DMP">https://www.gov.uk/government/publications/securitypolicy-DMP</a> ;
<b>"Service Failure"</b>	means an unplanned failure and interruption to the provision of the Goods and/or Services, reduction in the quality of the provision of the Goods and/or Services or event which could affect the provision of the Goods and/or Services in the future;
<b>"Service Level Failure"</b>	means a failure to substantially meet the SLA targets contained in Contract Schedule 2 Annex 3;
<b>"Service Transfer"</b>	means any transfer of the Goods and/or Services (or any part of the Goods and/or Services), for whatever reason, from the

	Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
<b>"Service Transfer Date"</b>	means the date of a Service Transfer;
<b>"Services"</b>	means the services to be provided by the Supplier to the Customer as referred to in Annex A of Contract Schedule 2 (Goods and Services);
<b>"Sites"</b>	means any premises (including the Customer Premises, the Suppliers premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Goods and/or Services are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Goods and/or Services.</li> </ul>
<b>"Specific Change in Law"</b>	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
<b>"Staffing Information"</b>	has the meaning give to it in Contract Schedule 5 (Staff Transfer);
<b>"Sub-Contract"</b>	means any contract or agreement (or proposed contract or agreement), other than this Contract or the DMP Agreement, pursuant to which a third party: <ul style="list-style-type: none"> <li>a) provides the Goods and/or Services (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the provision of the Goods and/or Services (or any part of them);</li> </ul>
<b>"Sub-Contractor"</b>	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Sub-processor"</b>	Means any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
<b>"Supplier"</b>	means the person, firm or company with whom the Customer enters into this Contract as identified in the Contract Order Form;
<b>"Supplier Assets"</b>	means all assets and rights used by the Supplier to provide the Goods and/or Services in accordance with this Contract but excluding the Customer Assets;
<b>"Supplier Background IPR"</b>	means <ul style="list-style-type: none"> <li>a) Intellectual Property Rights owned by the Supplier before the Contract Commencement Date, for example those subsisting in the Suppliers standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Suppliers Know-How or generic business methodologies; and/or</li> <li>b) Intellectual Property Rights created by the Supplier independently of this Contract;</li> </ul>

<b>"Suppliers Confidential Information"</b>	<p>means</p> <p>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;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Suppliers attention or into the Suppliers possession in connection with this Contract;</p> <p>c) information derived from any of the above.</p>
<b>"Supplier Equipment"</b>	means the Suppliers 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 Customer) in the performance of its obligations under this Contract ;
<b>"Supplier Non-Performance"</b>	has the meaning given to it in Clause 28 (Supplier Relief Due to Customer Cause);
<b>"Supplier Personnel"</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Suppliers obligations under this Contract;
<b>"Supplier Profit"</b>	means, in relation to a period or a Milestone (as the context requires), the difference between the total Contract Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
<b>"Supplier Profit Margin"</b>	means, in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Representative"</b>	means the representative appointed by the Supplier named in the Contract Order Form;
<b>"Template Contract Order Form"</b>	means the Template Contract Order Form in Annex 1 of DMP Schedule 4 (Template Contract Order Form and Template Contract Terms);
<b>"Template Contract Terms"</b>	means the template terms and conditions in Annex 2 of DMP Schedule 4 (Template Order Form and Template Contract Terms);
<b>"Tender"</b>	means the tender submitted by the Supplier to the Authority and annexed to or referred to in Contract Schedule 5;
<b>"Termination Notice"</b>	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;
<b>"Test Issue"</b>	means any variance or non-conformity of the Goods and/or Services or Deliverables from their requirements as set out in the Contract;



<b>"Third Party IPR"</b>	means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Goods and/or Services;
<b>"Transferring Customer Employees"</b>	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Supplier Employees"</b>	means those employees of the Supplier and/or the Suppliers Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Reports"</b>	means those reports identified in Contract Schedule 9 from time to time;
<b>"Undelivered Services"</b>	has the meaning given to it in Clause 8.5 (Services);
<b>"Undisputed Sums Time Period"</b>	has the meaning given to it Clause 31.1 (Termination of Customer Cause for Failure to Pay);
<b>"Valid Invoice"</b>	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 7 (Invoicing Procedure) of Contract Schedule 3 (Contract Charges, Payment and Invoicing);
<b>"Variation"</b>	has the meaning given to it in Clause 13.3 (Variation Procedure);
<b>"Variation Form"</b>	means the form set out in Contract Schedule 11 (Variation Form);
<b>"VAT"</b>	has the meaning given to it in DMP Schedule 1 (Definitions);
<b>"Warranty Period"</b>	means, in relation to any Goods, the warranty period specified in the Contract Order Form;
<b>"Worker"</b>	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a>
<b>"Working Day"</b>	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by Parties in this Contract;

## **CONTRACT SCHEDULE 2: GOODS AND/OR SERVICES**

### **1. INTRODUCTION**

1.1 This Contract Schedule 2 specifies the:

- 1.1.1 Services to be provided under this Contract, in Annex 1;  
and
- 1.1.2 Goods to be provided under this Contract, in Annex 2.

## **ANNEX 1: THE SERVICES**

1. The Supplier will provide the Services as detailed in the Contract Order Form as set out below in this Annex 1.
2. Where the Supplier is to provide apprenticeship training provider services, the Supplier will arrange for and contract with an End Point Assessor in order to complete the apprenticeship process. The Supplier will organise payment for the End Point Assessor using the appropriate element of the Customer's ESFA fund and in line with ESFA rules in force at the time.
3. The Supplier will provide any optional or additional supplementary services required and specified by Contracting Authorities and as outlined in the Customer Needs under optional requirements.

## **SECTION 1: STATEMENT OF REQUIREMENTS**

### **1 EXECUTIVE SUMMARY**

The Care Quality Commission (“CQC”) is the regulator of health and social care in England, inspecting health and social care services across the country.

CQC has committed to support the development of all its staff both existing and new appointees with the knowledge and skills to be competent in their role and to ensure that all staff are provided with the opportunity to obtain a recognised qualification relevant to their role.

With the introduction of the Apprentice Levy, the CQC has an opportunity to roll out the key workforce development programmes for CQC within the framework of a nationally recognised qualification to support its employees in attaining the skills, knowledge and qualifications required within their roles.

### **2 THE SCOPE OF REQUIREMENTS**

CQC is seeking an external Education and Skills Funding Agency (“ESFA”) approved Training Provider (the “Supplier”) to deliver Level 4 Associate Project Manager Apprenticeship standard (‘Training Services’).

The Supplier will be delivering Training Services to both upskill existing employees and develop new appointments within CQC. It is essential that the Supplier understands and embeds the CQC’s Core Values through the apprenticeships ensuring that the learning delivered on the programme reflects the culture and environment of CQC.

CQC expects the Supplier to provide Level 4 Associate Project Manager Apprenticeship so that the apprentice can achieve an IPMA Level D qualification or APM Project Management Qualification, prior to their EPA.

At CQC we are committed to supporting the learning and development of our employees, we therefore require the Supplier to:

- Provide a clear outline of how the apprenticeship is to be delivered including frequency of training and methods, ensuring all the requirements of the Apprenticeship Standard are delivered within the Contract Charges.
- Monitor and continually improve the quality and effectiveness of the teaching and assessment staff as well as overall quality assurance of the programme.
- Allocate a named assessor and internal verifier to the apprentice learner for the duration of the apprenticeship. It is important that these are reliable and consistent role models for the learner and that there is adequate provision in place to cover for sickness or unexpected absence by programme tutors.
- Provide guidance and support to both the apprentices and the Service at all stages of the apprenticeship, to include information on apprenticeship standards and initial assessments.
- Carry out workplace visits or assessments with apprentice(s) to meet the needs of the Apprenticeship Standard
- Provide apprentices with access to relevant learning materials that support the programme content and delivery, responding to any queries or requests for information by the apprentices within one week.

- Have in place, or complete prior to delivery, appropriate teaching and learning systems and structures such as (yet not limited to): schemes of work, lesson plans and learner tracking systems.
- Provide regular reviews on progress of apprentices alongside feeding back any issues or areas of concern to ensure that the apprenticeship programme stays on track and that apprentice(s) remain engaged, progress as anticipated and achieve a successful outcome.
- Effective systems, policies and procedures to address the early identification of issues, particularly with learner's progress and plans for how issues will be addressed.

It will be the Supplier's responsibility to provide any photocopying of learning resources, handbooks, qualification standards, certificates and any other required paper resources for qualifications delivery, assessment and internal, external quality assurance and examinations.

### 3 KEY REQUIREMENTS

This section sets out the key Contract requirements of the Training Services:

In accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement for the provision of Apprenticeship Training Services. The table below shows the details of the requirement:

Standard	Level	Duration	Min/Max Delegates per cohort (Indicative Starts)	Flexible starting points aligned to the cohort	Initial indicative service start date
Associate Project Manager apprenticeship	Level 4	18 months	1-25*	From initial indicative service start date, start points every 12 months*	10 January 2022

\*The above is subject to change at CQC's discretion CQC makes no guarantee on volumes.

The Initial Contract Period will be for twenty-four (24) months with the option to extend for a further two (2) twelve (12) month Contract Extension Periods. All service requests shall be subject to the terms of the Contract will last for the duration of the delivery of the Standard and subsequent End-Point Assessment Period set for each apprenticeship standard delivered under the Contract.

**Please note** indicative starts may increase/decrease year on year. However, this will be reviewed at the beginning of each calendar year (Jan – Mar) of the Contract Period.

### 4 SERVICE ACCESS AND DELIVERY ENVIRONMENT

This section provides details on the delivery locations and requirements for provision of the Training Services:

Services Delivery location(s)

The Supplier:

- Must have fixed and flexible delivery location/s. This will include (but not be limited to) access to flexible and adaptable teaching and learning resources, online facilities and learning platforms to aide apprenticeship learning. They should also maximise the use of CQC offices across England and support to deliver on-the-job training and off-the-job learning at any of the following CQC geographic locations:
  - Bristol Temple Quay House, 2 The Square, Bristol BS1 6PN
  - Newcastle CQC Regional office: Citygate, Gallowgate, Newcastle Upon Tyne NE1 4PA
  - Leeds CQC Regional office: St Paul's House, 23 Park Square, South Leeds LS1 2ND
  - London CQC Head office: 2nd Floor, 2 Redman Place, London, E20 1JQ
  - Birmingham: West Midlands region, 15th floor, McLaren Building, 46 Priory Queensway, Dale End, Birmingham, B4 7LR
  - Manchester: NICE, Piccadilly Plaza, Manchester
  - Virtual Delivery would also be acceptable/appropriate
- Undertake assessment and reviews in convenient and appropriate locations, which are suitable for all employees and agreed with the CQC.
- Must have Assessment Centres registered on the Register of Apprentice Assessment Organisations (RoAAO) and deemed suitable for the apprentices by CQC in terms of locality.

It is expected that there will be times when the delivery and/or assessment will vary, and the Supplier will need to respond to learners and CQC's needs. The Supplier will be required to pause the apprentice's programme if the apprentice is on long term sick and the provision to cease payment should the apprentice and/or CQC end the Apprenticeship training.

## 5 CONTRACT MANAGEMENT

This section details the Service's expectations of support and level of contract management required from CQC and the Supplier:

The CQC will support the management of the contract through the following activities:

- appoint a CQC Contract Manager managed by a representative from CQC's Talent Team.
- provide access to CQC office locations as appropriate
- provide data to allow contract delivery as appropriate
- attend contract management meetings as required
- confirm Apprentice Levy via DAS account is calculated at the agreed framework rate.
- provide a group mailbox for Supplier communications

Any issues or planning regarding the programme to be directed through the CQC Contract Manager.

The CQC requires that the Supplier provides a named Contract Manager capable of representing the Supplier and supporting in the administration and business development of the Training Services through the following activities:

- the Supplier Contract Manager attends a quarterly review meeting with key stakeholders at CQC and it is expected to provide learner information, feedback and progress reports on apprentices and standards to the CQC Contract Manager as and when requested.
- provide CQC with timely and ongoing evaluation and quality assurance information relating to the programme;

- confirmation of progression before the apprentice undertakes the End-Point Assessment
- notify CQC if there are any changes in their organisation which affect their RoATP registration or should they fail to meet the minimum levels of performance set by the ESFA.

Regular performance meetings will be arranged by the CQC Contract Manager and the meetings will be open for attendance by other stakeholders if required. These meetings will address (but not be limited to):

- Contract Performance, KPIs and Service Levels
- Payment
- Implementation and Onboarding plans
- Communication routes
- Learner participation levels and progression
- Key issues to be addressed
- Key learning areas covered
- Learner satisfaction
- Off-the-job training time reports where applicable
- Progression towards programme completion
- Areas to be covered in the coming month
- Exit strategy

## 7. Milestones

This section sets out the performance monitoring requirements of the training service to ensure that the Supplier is complying with the service requirements.

Milestone	Deliverables	Duration	Milestone Target Date	Supplier Responsibilities
Apprenticeship Mobilisation	Produce apprenticeship onboarding process within 4 weeks of contract award	20 Working Days	10 January 2022	Work with Talent team and internal stakeholders
Monitoring Performance	Agree process of monitoring and reporting for each SLA accordance with SLA timescales	5 Working Days	15 January 2022	Produce Performance Monitoring Report / Continual by monthly reports
End-point assessment / End-Point Review Report	Review and evaluate the outputs of the apprenticeship / Ensure that the apprentices gain the necessary knowledge, skills and behaviours to undertake the assessment	At the end of the agreed apprenticeship plan / Within 14 working days of completion date	Date of post-delivery review meeting to be agreed as part of delivery plan	Produce End-Point Review Report
The Milestones will be achieved in accordance with the Call off Contract Terms Service Levels Agreement (SLA)				

## SECTION 2: SERVICE REQUEST FORM

The Service Request form is issued in accordance with the provisions of the Contract Order under the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement (Contract ID: RM6102) for the provision of Apprenticeship Training Services that was awarded to the Supplier by Rapid Award procedure dated [insert date] ("the Contract")

Programme Title	Supplier
Assistant Project Manager - ST0310 - Level 4	TOTAL PEOPLE LTD

The Services Request Form is issued in accordance with Section 1 of Annex 1: The Services.

The Supplier agrees to supply the Services specified below on and subject to the terms of the Contract.

For the avoidance of doubt, this Service Request consists of the terms set out in this Service Request Form and the Contract Terms.

### PART A

CQC Order Number	<b>CQC RCCO 040</b>
From	<b>CARE QUALITY COMMISSION</b> of 2nd Floor, 2 Redman Place, London, E20 1JQ ( <b>"CUSTOMER"</b> )
To	<b>TOTAL PEOPLE LTD</b> of Whitworth House, Ashton Old Road, Manchester, M11 2WH, Company number 06380764 ( <b>"SUPPLIER"</b> )

#### 1. SERVICES PERIOD

<b>1.1</b>	<b>Commencement Date:</b> [insert date]
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#### 2. SERVICES

<b>2.1</b>	Services required as set out in paragraph 1, Schedule 3 of Annex 1
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#### 3. APPRENTICESHIP ON-BOARDING

<b>3.1</b>	The Supplier shall provide the Customer with a draft Apprenticeship On-Boarding Plan for Approval within 20 Working Days from the receipt of a Services Request Form
------------	--



4. SIGNATURES

The Supplier is signing below to confirm they can deliver the services requested in Part A of this form and the agreed timeframes.

The customer is signing below to confirm they have requested the services in Part A of this form to be delivered within the agreed timeframes

For and on behalf of the Supplier:

Signature	
Name	
Job Title	
Date	

For and on behalf of the Customer:

Signature	
Name	
Job Title	
Date	

PART B: APPRENTICES ON-BOARDING FORM

POTENTIAL APPRENTICES ON-BOARDING FORM										
Apprenticeship Programme (include level and full title of the programme)										
Apprentice Details				Manager Details		Programme Details				
ref	Full Name	Work email Address	Role / Dept	Office Location	Manager: Full Name	Work email	Apprenticeship Programme (inc. level)	Primary Work Location	Preferred start date	Any reasonable adjustments required
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

## **ANNEX 2: THE GOODS – NOT USED**

**ANNEX 3: SLA.**

		<b>Service Level Agreement</b>	
	<b>SLA ref</b>	<b>Service Level Performance Criterion</b>	<b>Timescales and Target</b>
Customer Service	<b>SLA1</b>	Consistent functionality of Customer Service Support (telephony, emails, course booking service)	Customer service support is contractually required to be operational between the hours of 08:30 and 17:30 on any working weekday (excluding bank holidays).
	<b>SLA2</b>	Responses to requests via the apprenticeship service account	90% within 48 hours and 100% within 5 days
	<b>SLA3a</b>	Resolution of telephone and email enquiries	95% within 24 hours (working hours) of receipt
	<b>SLA3b</b>		99% within 5 working days of receipt
	<b>SLA4</b>	Acknowledgement of complaints	within 24 hours (working hours) of receipt
	<b>SLA5</b>	Resolution of complaints	90% within 10 working days of receipt and 100% within 20 days of receipt.
	<b>SLA6</b>	Tutor marking of assignments	Within 4 weeks of submission deadline
	<b>SLA7</b>	Notification of change of coach/assessor	Notification to apprentice and the customer apprentice lead, if applicable, at least 5 working days' notice of a planned change before change
	<b>SLA8</b>	Replacement of coach/assessor	New coach/assessor to be in place no more than 5 working days after previous coach/assessor - apprentice should not be without a coach/assessor for more than 5 working days
	<b>SLA9</b>	Timetable of apprenticeship programme	Timetable of programme to be given to apprentice at the latest at the first learning intervention
	<b>SLA10</b>	Timetable of apprenticeship programme	Apprentice to be notified of any changes to apprenticeship programme timetable at least 6 months before scheduled change
Course Design & Delivery	<b>SLA11</b>	Acknowledgement of cancellation of workshop / review meeting to individual and line manager	within 24 hours (working hours) of receipt
	<b>SLA12</b>	All materials are on site and available on day of delivery	All materials must be delivered to the nominated address supplied by the departmental requestor or host before the start time of the face-to-face event
	<b>SLA13</b>	Time to respond to request for learning and first contact with department to discuss requirements	within 2 working days of receipt
	<b>SLA14</b>	Cumulative evaluation scores show that the onboarding process was of good quality	Monthly: Concerning induction surveys that were sent in the previous month (i.e. the SLA for February will be assessing survey responses received

Quality			in January). Surveys to be sent to individual apprentices 3 months after being signed up as an apprentice. A mean average of 8 out of 10.
	<b>SLA15</b>	Cumulative apprentice evaluation scores show that course published objectives / outcomes were met	Monthly: Concerning surveys that were sent in the previous month (i.e. the SLA for February will be assessing survey responses received in January). Surveys to be sent to individual apprentices on a rolling 3 month basis. At least 80% at all times.
	<b>SLA16</b>	Cumulative apprentice evaluation scores show that the activity promotes learning transfer	Monthly: At least 80% at all times. Concerning surveys that were sent in the previous month (i.e. the SLA for February will be assessing survey responses received in January). Surveys to be sent to individual apprentices on a rolling 3 month basis. At least 80% at all times.
	<b>SLA157</b>	Cumulative apprentice evaluation scores show that the off-site hygiene factors were satisfactory	Monthly: Concerning surveys that were sent in the previous month (i.e. the SLA for February will be assessing survey responses received in January). Surveys to be sent to individual apprentices on a rolling 3 month basis. A mean average of 8 out of 10.
	<b>SLA18</b>	Cumulative apprentice evaluation scores show that the trainer / facilitator was of good quality	Monthly: Concerning surveys that were sent in the previous month (i.e. the SLA for February will be assessing survey responses received in January). Surveys to be sent to individual apprentices on a rolling 3 month basis. A mean average of 8 out of 10.
	<b>SLA19</b>	Cumulative apprentice evaluation scores show that the training and programme was of good quality overall	Monthly: Concerning surveys that were sent in the previous month (i.e. the SLA for February will be assessing survey responses received in January). Surveys to be sent to individual apprentices on a rolling 3 month basis. A mean average of 8 out of 10.
	<b>SLA20</b>	Inform Authority representatives and apprentice line manager of any apprentice's progression being flagged as red	Within 5 working days of identification. 100% at all times.
Performance Management	<b>SLA21a</b>	Performance Management Information shall be complete and delivered on time to the Authority and CCS, with evidence that data has been quality assured and MI is as accurate as possible.	Monthly
	<b>SLA 21b</b>		5th working day of the following month

	<b>SLA22</b>	Allow access to management information for individual Authority, departments and professions	Within 48 hours of receipt of request
	<b>SLA23</b>	Provision of completion certificates in a prompt and timely manner.	99% within 8 weeks of completion of the apprenticeship

### Progression of Apprenticeship – SLA20

The Supplier shall work with the relevant Customer and or representatives to agree next steps in relation to those apprentices flagged as red.

For the purposes of this contract, the Customer requires the Supplier to use the following RAG categorisation:

**Red:** Actual percentage progress is more than 20 percentage points behind expected percentage progress.  
**Amber:** Actual percentage progress is between 10 and 20 percentage points (inclusive) behind expected percentage progress.  
**Green:** Actual percentage progress is less than 10 percentage points behind expected percentage progress.

*For example if an apprentice is expected to be 50% of the way through their programme:*

- if their actual progression is less than 30%, their status will be **Red**
- if their actual progression is 30% or more, but less than 40%, their status will be **Amber**
- if their actual progression is more than 40% their status will be **Green**

The Supplier shall not remove any apprentice from programme without first requesting the direct written consent of the corresponding Customer and or their representative. If written consent is not received within 7 working days, the Supplier can consider removal. The Supplier will have the final decision on whether the Supplier can remove an individual apprentice

## **CONTRACT SCHEDULE 3: CONTRACT CHARGES, PAYMENT AND INVOICING**

### **1. GENERAL PROVISIONS**

- 1.1 This Contract Schedule 3 details:
  - 1.1.1 the Contract Charges for the Goods and/or the Services under this Contract ; and
  - 1.1.2 the payment terms/profile for the Contract Charges;
  - 1.1.3 the invoicing procedure; and
  - 1.1.4 the procedure applicable to any adjustments of the Contract Charges.

### **2. CONTRACT CHARGES**

- 2.1 The Contract Charges which are applicable to this Contract are set out in Annex 1 of this Contract Schedule 3.
- 2.2 The Supplier acknowledges and agrees that the Contract Charges cannot be increased during the Contract Period.

### **3. COSTS AND EXPENSES**

- 3.1 The Contract Charges include all costs and expenses relating to the Goods and/or Services and/or the Suppliers performance of its obligations under this Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:
  - 3.1.1 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; or
  - 3.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Contract Commencement Date.

### **4. PAYMENT TERMS/PAYMENT PROFILE**

- 4.1 The payment terms/profile which are applicable to this Contract are set out in Annex 2 of this Contract Schedule 3.

### **5. INVOICING PROCEDURE**

- 5.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer and in accordance with the provisions of this Contract.
- 5.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 5.3 below)):
  - 5.2.1 contains:

- (a) all appropriate references, including the unique order reference number set out in the Contract Order Form; and
  - (b) a detailed breakdown of the Delivered Goods and/or Services, including the Milestone(s) (if any) and Deliverable(s) within this Contract to which the Delivered Goods and/or Services relate, against the applicable due and payable Contract Charges; and
- 5.2.2 shows separately:
  - (a) any form of Service Credits due to the Customer; and
  - (b) the VAT added to the due and payable Contract Charges in accordance with Clause 14.5 of this Contract (VAT) and the tax point date relating to the rate of VAT shown; and
- 5.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
- 5.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.
- 5.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at [Procurement policy note 11/15: unstructured electronic invoices - Publications - GOV.UK](#) which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).
- 5.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 5.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
- 5.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Contract Order Form.

## **ADJUSTMENT OF CONTRACT CHARGES**

- 5.7 The Contract Charges shall only be varied:
  - 5.7.1 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 13.1 to 13.2 of this Contract (Legislative Change); or
  - 5.7.2 and/ or in accordance with DMP Schedule 3 (DMP Prices and Charging structure), Part A Pricing Matrix Quarterly Adjustment Schedule.



### **ANNEX 1: CONTRACT CHARGES**

1. The contract Charges are as set out in DMP Attachment 5 – Pricing Matrix for Apprenticeship Training Providers.
2. Where applicable, ESFA funding rules and funding bands apply.

**Attachment 5 - Pricing Matrix for Apprenticeship Training Providers**

You must enter your organisation's name in the cell highlighted in yellow - cell B5

**Total People Ltd**

**PRICING MATRIX GUIDANCE**

You shall complete this Pricing Matrix in accordance with the instructions set out below.

Please read these instructions in conjunction with DMF Agreement Schedule 3 Prices and Charging Structure.

Suppliers can update this pricing matrix on a quarterly basis as per Schedule 3 Prices and Charging Structure.

The Supplier warrants the accuracy of the information and pricing contained in this Pricing Matrix and will maintain it's accuracy in accordance with DMF Agreement at Schedule 3, Part A.

You must not alter, amend or change the format or layout of this price model in any way. You must not insert or attach any notes or comments into any of the worksheets unless where indicated.

You should only complete the tabs that are relevant to your offer.

In each of the relevant tabs You are required to insert values in each of the cells highlighted BLUE that are relevant to your offer.

In each of the relevant tabs You are required to insert a narrative in each of the cells highlighted white (if applicable).

The prices offered shall be based on the Services required, as shown in the Customer Needs Specification (Schedule 2 Part A Goods and/or Services).

All prices submitted must be excluding VAT and in Great British Pounds Sterling (£).

All values must be a maximum of two decimal places only.

You shall complete a new Pricing Matrix for each of the Apprenticeship SASE Framework or Standard Name you are able to deliver.

Agreement on the Pacific Islands Fisheries Arrangements, 1982

Andriy Romanenko, *Apprentice* (1998) HSE Publishers and Layout in St. Petersburg, Russia

You shall enter the International Baccalaureate Program at the beginning of your senior year if you are allocated to the Multicultural Awareness and Technical Education Institute. For information on Enrollment and Maximum Placement please visit [www.gpsd.org](http://www.gpsd.org).

For small categories  $\mathcal{C}$  in  $\mathbf{4}\text{-Cat}$ , we have  $\mathcal{C} \cong \mathcal{C}^{\text{op}}$  and  $\mathcal{C} \cong \mathcal{C}^{\text{co}}$ .

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the 1970s. Although there is still disagreement as to the exact contribution of the various factors, the evidence is clear that the 1970s were a period of rapid growth in the number of people with mental health problems, and that this was not simply a reflection of a general increase in the number of people with mental health problems, but a reflection of a specific increase in the number of people with mental health problems who were seeking help from mental health services.

of the effects of treatment of patients with a diagnosis of acute myocardial infarction (AMI) on the risk of subsequent stroke. The study was conducted in the United States and involved 10,000 patients who had been treated with either aspirin or aspirin plus dipyridamol (clopidogrel) for a period of 12 months. The results of the study showed that patients treated with aspirin plus dipyridamol had a significantly lower risk of stroke compared to those treated with aspirin alone. The study also found that the risk of stroke was significantly lower in patients who had been treated with aspirin plus dipyridamol for a longer period of time. The study was conducted in a large, multi-center setting and the results are considered to be highly reliable. The study was published in the *New England Journal of Medicine* in 2005.

[illegible][illegible]

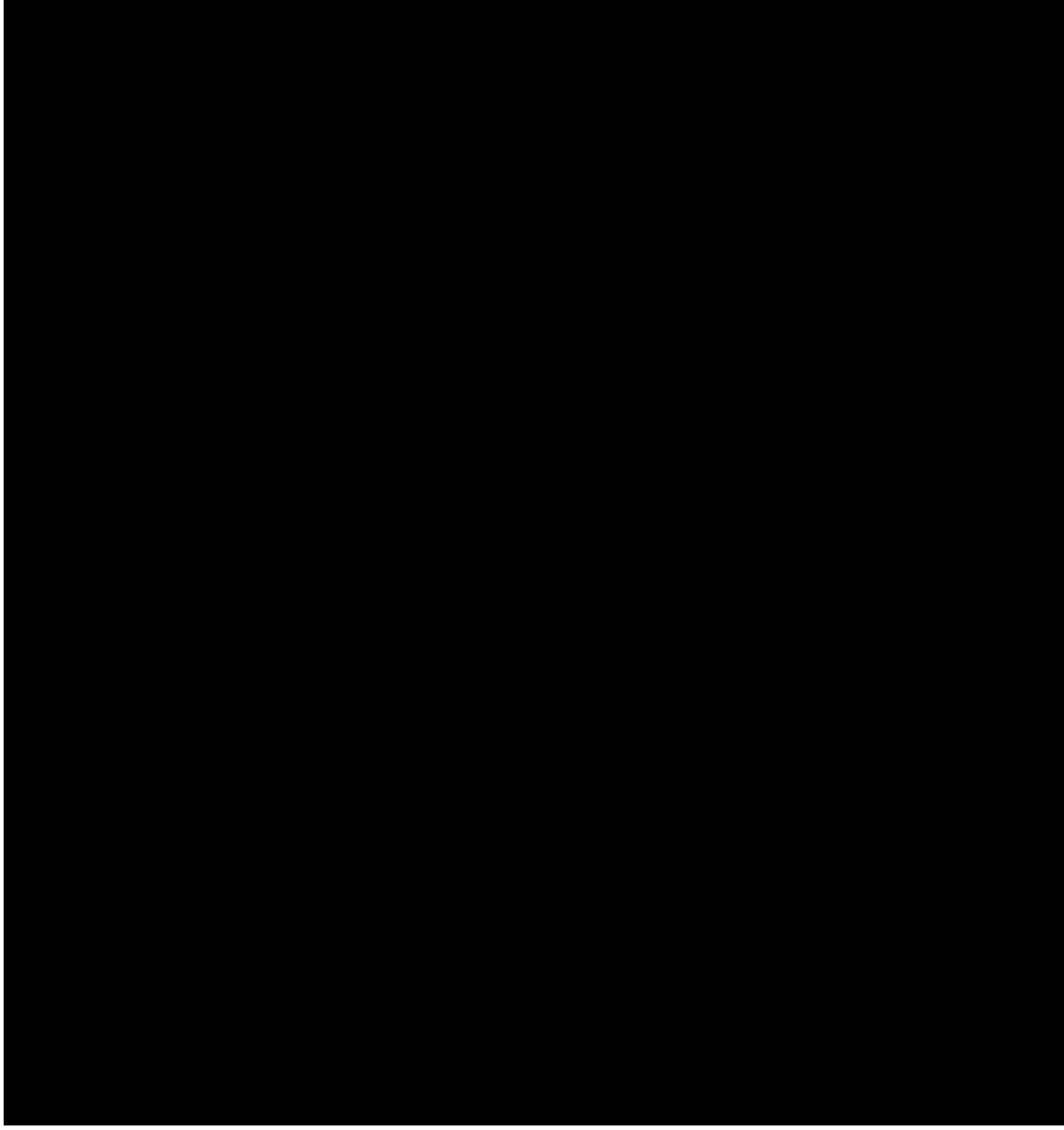
**Figure 1**

[illegible]

Grand Total Name, Reference and Level Funding Band Maximum (£)	£6,000.00
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Table 1

Quantity (Number of Apprenticeships)	% Reduction or Increase on Funding Band Maximum	Cost of delivery per apprentice (£)
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## Additional Associated Related Training

Additional associated training related to the Apprenticeship Standard to support the development of the apprentice, this may be in the form of additional training and/or programmes delivered prior to the start of the apprenticeship or alongside of it. The Supplier may only offer additional associated related training to Customers who are procuring, or who have procured SASE Frameworks or Apprenticeship Standards under this DMP Agreement.

Within the table if you are providing a service free of charge then please leave the value as £0.00.

Within the table if You are providing a service free of charge then please leave the value as £0.00

**Supplementary Services**

The Supplier may accept supplementary service requirement(s) that fall within the scope of the requirements of the DMR Agreement and which Qualproxa may request to deliver from Agreement specifications. The Supplier may only offer supplementary services to Customers who are procuring, or who have procured, a zero requirement(s) under the DMR Agreement. Within this table if you are providing a service then please limit the value as \$0.00.

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## **ANNEX 2: PAYMENT TERMS/PROFILE**

1. Payment by the customer to be made in accordance with the applicable and in force ESFA funding rules.
2. Where the Contract Charges exceed the ESFA funding bands and the Customer is required to make additional payment (as set out in the Contract Order Form) the Supplier will issue a monthly invoice, detailing spend and costs incurred to date.
3. Payments in addition to the ESFA funding (for the provision of additional services) will be settled up front and within the first month of the Contract.
4. Each monthly invoice will contain the following:
  - a. The precise amount the Supplier has drawn down from the Customer's ESFA apprenticeship service account for that month and cumulatively.
  - b. Any balance outstanding (representing fees in excess of the ESFA funding band and costs of any additional services).
  - c. Order and contract reference details.

## CONTRACT SCHEDULE 4: SECURITY

### 1. DEFINITIONS

1.1 In this Contract Schedule 4, the following definitions shall apply:

**"Breach of Security"**

means the occurrence of:

- a) any unauthorised access to or use of the Goods and/or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Contract ; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy;

### 2. INTRODUCTION

2.1 The purpose of this Contract Schedule 4 is to ensure a good organisational approach to security under which the specific requirements of this Contract will be met;

2.2 This Contract Schedule 4 covers:

- 2.2.1 principles of protective security to be applied in delivering the Goods and/or Services;
- 2.2.2 the creation and maintenance of the Security Management Plan; and
- 2.2.3 obligations in the event of actual or attempted Breaches of Security.

### 3. PRINCIPLES OF SECURITY

3.1 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Goods and/or Services, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

- 3.2.1 is in accordance with the Law and this Contract ;
- 3.2.2 as a minimum demonstrates Good Industry Practice;



- 3.2.3 meets any specific security threats of immediate relevance to the Goods and/or Services and/or the Customer Data; and
- 3.2.4 complies with the Customer's ICT Policy.
- 3.3 Subject to Clause 23 of this Contract (Security and Protection of Information) the references to standards, guidance and policies contained or set out in paragraph 3.2 of this Contract Schedule 4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

#### **4. SECURITY MANAGEMENT PLAN**

- 4.1 Introduction
  - 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Contract Schedule 4. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.
- 4.2 Content of the Security Management Plan
  - 4.2.1 The Security Management Plan shall:
    - (a) comply with the principles of security set out in paragraph 3 of this Contract Schedule 4 and any other provisions of this Contract relevant to security;
    - (b) identify the necessary delegated organisational roles defined for those responsible for ensuring it is complied with by the Supplier;
    - (c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Goods and/or Services, processes associated with the provision of the Goods and/or Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
    - (d) unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including the Customer Premises, the Sites, and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer 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 Goods and/or Services;

- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and/or Services comply with the provisions of this Contract ;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the provision of the Goods and/or Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Contract Schedule 4.

#### 4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Contract Commencement Date (or such other period agreed by the Parties in writing) and in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), the Supplier shall prepare and deliver to the Customer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Customer in accordance with paragraph 4.3.1, or any subsequent revision to it in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Contract Schedule 4. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer for Approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Customer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to

paragraph 4.3.2. However a refusal by the Customer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3.2 of this Contract Schedule 4 or of any change to the Security Management Plan in accordance with paragraph 4.4 shall not relieve the Supplier of its obligations under this Contract Schedule 4.

#### 4.4 Amendment and Revision of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Goods and/or Services and/or associated processes;
- (c) any change to the Security Policy;
- (d) any new perceived or changed security threats; and
- (e) any reasonable change in requirements requested by the Customer.

4.4.2 The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:

- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
- (c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with paragraph 4.4.1, a request by the Customer or otherwise) shall not be implemented until Approved by the Customer.

## 5. BREACH OF SECURITY

5.1 Either party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan if one exists) upon becoming aware of any Breach of Security as defined in any Security Management Plan or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Supplier shall:

- 5.2.1 immediately take all reasonable steps(which shall include any action or changes reasonably required by the Customer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Customer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
  - (c) prevent an equivalent breach in the future exploiting the same root cause failure; and
  - (d) as soon as reasonably practicable provide to the Customer, where the Customer so requests, full details (using the reporting mechanism defined by the Security Management Plan if one exists) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Contract Schedule 4, then any required change to the Security Management Plan shall be at no cost to the Customer.

## **ANNEX 1: SECURITY MANAGEMENT PLAN**

[To be mutually agreed between the Customer and the Supplier within 20 working days from Contract Commencement and appended here]

## CONTRACT SCHEDULE 5: STAFF TRANSFER

### 1. DEFINITIONS

In this Contract Schedule 5, the following definitions shall apply:

<b>“Admission Agreement”</b>	The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
<b>“Eligible Employee”</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
<b>“Employee Liabilities”</b>	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> <li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>(b) unfair, wrongful or constructive dismissal compensation;</li> <li>(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;</li> <li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</li> <li>(f) employment claims whether in tort, contract or statute or otherwise;</li> </ul> <p>any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>

<b>“Fair Deal Employees”</b>	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
<b>“Former Supplier”</b>	a supplier supplying services to the Customer 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);
<b>“New Fair Deal”</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013;
<b>“Notified Sub-Contractor”</b>	a Sub-Contractor identified in the Annex to this Contract Schedule 5 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
<b>“Replacement Sub-Contractor”</b>	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;
<b>“Relevant Transfer Date”</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>“Schemes”</b>	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; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
<b>“Service Transfer”</b>	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;
<b>“Service Transfer Date”</b>	the date of a Service Transfer;
<b>“Staffing Information”</b>	in relation to all persons identified on the Suppliers Provisional Supplier Personnel List or Suppliers Final Supplier Personnel List, as the case may be, such

information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (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 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;

**"Suppliers Final Supplier Personnel List"**

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

**"Suppliers Provisional Supplier Personnel List"**

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;



**“Transferring Customer Employees”** those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;

**“Transferring Former Supplier Employees”** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and

**“Transferring Supplier Employees”** those employees of the Supplier and/or the Suppliers Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## **2. INTERPRETATION**

Where a provision in this Contract Schedule 5 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.