



Ministry
of Justice

Date: 1 October 2023

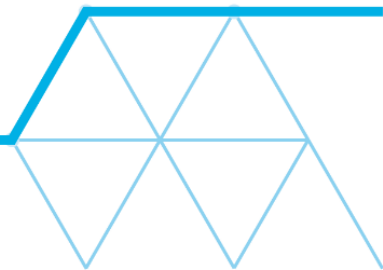
A Contract for Services

Between

The Secretary of State for Justice

And

Julian House



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This contract is dated: 1 October 2023

PARTIES:

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the **“Authority”**);

AND

- (2) JULIAN HOUSE with registered company number 11791952 whose registered office is 1 Kelso Place, Upper Bristol Road, BATH, BA1 3AU (the **“Supplier”**)

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

WHEREAS

- A. The Authority wishes to appoint the Supplier to provide as the provider of supported housing services in relation to rehabilitation of offenders and the Supplier agrees to provide those services in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED:

A GENERAL

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“Affected Party” means the Party seeking to claim relief in respect of a Force Majeure Event.

“Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“Approval” and **“Approved”** means the prior written consent of the Authority.

“Associated Person” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“Authorised Representative” means the Authority representative named in a CCN who is authorised to approve Changes.

“Authority Data” means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Authority; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or

- (b) any Personal Data for which the Authority is the Controller or which the Supplier and any of its Sub Contractors may be the Controller but which is generated pursuant to the Contract and which derives from Personal Data shared with the Supplier by the Authority or any other Originating Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Services.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

“Baseline Security Requirements” means the security requirements in Annex 1 of Schedule 6.

“Basware” means Basware eMarketplace, the procurement software used by the Authority for its financial transactions.

“BPSS” means the Government’s Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an occurrence of:

- (a) any unauthorised access to or use of the ICT Environment and/or any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract;
- (b) the loss (physical or otherwise) and/or unauthorised disclosure of any Information Assets and/or Authority Data (including Confidential Information) in connection with the Contract, including copies; and/or
- (c) any part of the Supplier System ceasing to be compliant with the Certification Requirements

“Breakage Costs” means costs that have been reasonably incurred by the Supplier as a direct result of the termination of this Agreement, but only to the extent that:

- (a) the costs have been incurred for the provision of the Services including:
 - (i) any materials or goods ordered or subcontracts between the Supplier and a third party placed that cannot be cancelled without those costs being incurred;
 - (ii) any expenditure incurred in anticipation of the provision of the Services in the future;

- (iii) the cost of demobilisation including the cost of any relocation of equipment used in connection with the Services; and
 - (iv) Statutory Redundancy Costs for employees of the Supplier; and
- (b) the costs are incurred under a subcontract entered into by the Supplier in accordance with this Contract that is consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms;

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“Business Continuity Plan” has the meaning given in Schedule 10;

“CCN” means a contract change notice in the form set out in Schedule 3.

“Certification Requirements” means the requirements set out in paragraph 5.1 of Schedule 6.

“CESG” means the Government’s Communications Electronics Security Group.

“Change” means a change in any of the terms or conditions of the Contract.

“Change in Law” means any change in Law which affects the performance of the Services which comes into force after the Commencement Date.

“Commencement Date” means the date specified in clause A5.1.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (c) the Price; and/or
- (d) the Supplier’s business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

“Comparable Supply” means the supply of services to another customer of the Supplier which are the same or similar to any of the Services.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Contracts Finder” means the Government’s portal for public sector procurement opportunities.

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** are interpreted accordingly.

“Controller” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in Part 3 of the DPA; and in all other circumstances, as it is defined in the UK GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Credit Score Threshold” means a Equifax Equip StoreCheck Score of 92 out of 100 and StoreCheck Grade of A or less.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and **“Crown Body”** is an emanation of the foregoing.

“Data Loss Event” means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach.

“Data Protection Impact Assessment” means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means:

- (a) the UK GDPR, the LED and applicable implementing Laws;
- (b) the DPA to the extent that it relates to the processing of Personal Data and privacy;
- (c) all applicable Laws relating to the processing of Personal Data and privacy; and
- (d) (to the extent that it may be applicable) the EU GDPR.

“Data Protection Officer” means as it is defined in the DPA.

“Data Subject” means as it is defined in the DPA.

“Data Subject Request” means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“Disaster” has the meaning given in Schedule 10;

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA” means the Data Protection Act 2018 as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586).

“Education, Training and Employment Services” or “ETE Services” means education, training and employment services provided by the Authority or its third party service providers.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

“End Date” means the date specified in clause A5.1.

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.

“EU GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

“Exit Day” means as it is defined in the European Union (Withdrawal) Act 2018.

“Financial Distress Event” means

- (a) the credit rating of the Supplier dropping below the applicable Credit Rating Threshold;

- (b) the Supplier issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier;
- (d) the Supplier committing a material breach of covenant to its lenders;
- (e) a Sub-Contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) any of the following:
 - (i) commencement of any litigation against the Supplier with respect to financial indebtedness greater than £5,000,000 or obligations under a service contract with a total contract value greater than £5,000,000;
 - (ii) non-payment by the Supplier of any financial indebtedness;
 - (iii) any financial indebtedness of the Supplier becoming due as a result of an event of default;
 - (iv) the cancellation or suspension of any financial indebtedness in respect of the Supplier; or
 - (v) the external auditor of the Supplier entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of the Supplier;

in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with the Contract.

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier’s supply chain caused by the Covid 19 pandemic or the United Kingdom’s exit from the EU.

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“General Change in Law” means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Government” means the government of the United Kingdom.

“Government Buying Standards” means the standards published here:

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

“Greening Government Commitments” means the Government’s policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMRC” means HM Revenue & Customs.

“ICT Environment” means the Authority System and the Supplier System.

“Independent Control” means where a Controller has provided Personal Data to another Party which is neither a Processor or Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data.

“Information” has the meaning given under section 84 of the FOIA.

“Information Assets” means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Services.

“Information Security Policy Framework” available at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/996355/information-security-pf.pdf

“Intellectual Property Rights” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights

and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"ISMS" means the Supplier's information and management system and processes to manage information security as set out in paragraph 2.3 of Schedule 6.

"ISO 14001" means the family of standards related to environmental management published by the International Organisation for Standardisation.

"IT Health Check" means penetration testing of systems under the Supplier's control on which Information Assets and/or Authority Data are held which are carried out by third parties in accordance with the CHECK scheme operated by CESG or to an equivalent standard.

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003.

"Joint Controllers" means where two (2) or more Controllers jointly determine the purposes and means of processing.

"Key Personnel" mean the people named in the Specification as key personnel, if any.

"Know-How" means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

"Law" means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

"Law Enforcement Purposes" means as it is defined in the DPA.

"LED" means the Law Enforcement Directive (Directive (EU) 2016/680).

"Losses" means losses, liabilities, damages, costs, fines and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

"Malicious Software" means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

"Market Practice" means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws.

“Material Breach” means a breach (including an anticipatory breach):

- (a) which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Contract; or
- (b) of any of the obligations set out in clauses D1, D2, D3, D4, G3, I4 or paragraph 9 of Schedule 8.

“Modern Slavery Helpline” means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

“Month” means calendar month.

“MSA” means the Modern Slavery Act 2015.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (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:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

"Open Book Data" means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify:

- (a) the Price already paid or payable and the Price forecast to be paid during the remainder of the Term;
- (b) the Supplier's costs and manpower resources broken down against each element of the Services;
- (c) the cost to the Supplier of engaging the Staff, including base salary, tax and pension contributions and other contractual employment benefits; and
- (d) operational costs which are not included within the above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;
- (e) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; and
- (f) the profit achieved over the Term and annually.

"Originating Controller" has the meaning given in paragraph 2.3 of Schedule 9.

"People on Probation" has the meaning given in Schedule 1;

"Permitted Purpose" has the meaning set out in Paragraph 2.3(a)(i) of Schedule 9.

"Performance Indicators" means the performance indicators set out in Appendix of Schedule 12.

"Personal Data" means as it is defined in the UK GDPR.

"Personal Data Breach" means as it is defined in the UK GDPR.

"Premises" means the location where the Services are to be supplied as set out in the Specification.

"Price" means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

"Processing" has the meaning given to it under the UK GDPR (and **"Process"** and **"Processed"** when used in relation to the Processing of Personal Data, shall be construed accordingly).

"Processor" means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in UK GDPR.

"Processor Personnel" means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under the Contract

"Prohibited Act" means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
 - iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Property” means the property, other than real property, made available to the Supplier by the Authority in connection with the Contract.

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted.

“PSI 07/2016” is the Prison Service Instruction published on 26th October 2016 relating to the searching of the person as amended from time to time and available at:

<https://www.gov.uk/government/publications/procedures-for-searching-people-psi-072016>

“PSI 10/2012” is the Prison Service Instruction published on 26 March 2012 relating to the Conveyance and Possession of Prohibited Items and other Related Offences as amended from time to time and available at:

<https://www.gov.uk/government/publications/controlling-banned-prohibited-items-psi-102012>

“PSI 07/2014” is the Prison Service Instruction published on 2nd June 2014 relating to security vetting as amended from time to time and available at:

<https://www.gov.uk/government/publications/security-vetting-psi-072014-pi-032014>

“Purchase Order” the Authority’s order for the supply of the Services.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (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, and as may be further detailed in Schedule 1.

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulator Correspondence” means any correspondence from the Information Commissioner's Office, or any successor body, in relation to the processing of Personal Data under the Contract.

“Regulatory Body” means a Government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Related Third Party(s)” means any third parties that the Authority and/or the Supplier shall be required to liaise with from time to time in the provision of the Services from time to time including any Government or statutory agency, Local Authorities, the National Offender Management Service, HMPS (including its public and private Prisons), Police Authorities & Services, Her Majesty's Courts and Tribunals Service (HMCTS), Magistrates' Courts Committees, Civilian Enforcement Officers, Bailiffs and accredited offices of a Court HM Revenue & Customs UK Border Agency HM Coroners, Probation Community Rehabilitation Companies, the National Probation Service, Youth Justice Board (including Youth Offending Teams), the Other Suppliers and other contractors providing the same or similar services to the Services in a different area or for other contracting authorities and the National Health Service (for mental health hospitals) or such other parties as set out in the Contract.

“Relevant Conviction” means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.

“Replacement Supplier” means any third-party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Restricted Country” means a country, territory or jurisdiction outside the United Kingdom

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Supplier or any Staff in relation to the provision of the Services.

"Security Plan" means the plan prepared by the Supplier which includes the matters in paragraph 3.2 of Schedule 6.

"Security Policy Framework" means the Government's Security Policy Framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time.

"Security Test" means a test carried out by the Supplier, the Authority or a third party to validate the ISMS and the security of all relevant processes and systems on which Information Assets and/or Authority Data are held.

"Service Continuity Plan" has the meaning given in Schedule 10;

"Service Manager" has the meaning given in Schedule 11;

"Services" means the services set out in Schedule 1 (including any modified or alternative services).

"SME" means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission's Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

"Specific Change in Law" means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

"Specification" means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

"SSCBA" means the Social Security Contributions and Benefits Act 1992.

"Staff" means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier's obligations under the Contract.

"Statutory Redundancy Costs" means the costs of statutory redundancy payments calculated in accordance with section 162 of the Employment Rights Act 1996 to employees of the Supplier made redundant in accordance with section 139 of the Employment Rights Act 1996, as a direct result of the termination of this Contract pursuant to Clause H3.1 where the Supplier has demonstrated to the satisfaction of the Authority, as evidenced by the Authority's written approval prior to notice of redundancy being given that the following conditions have been met:

- (a) the Supplier has mitigated the need for redundancies, including but not limited through redeployment of such staff; and

(b) notice of redundancies is given with 90 days of notice having been given in accordance with Clause H3.1.

“Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract.

“Supplier Software” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is set out in Schedule 5.

“Supplier System” means the information and communications technology system used by the Supplier in performing the Services including the Supplier Software, the Equipment and related cabling (but excluding the Authority System).

“Tender” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Services.

“Term” means the period from the Commencement Date to the End Date or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Third Party IP Claim” has the meaning given to it in clause E8.5.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services including the software and which is specified as such in Schedule 5.

“Transferring Supplier Employees” has the meaning set out in Schedule 14;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“UK GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated into UK law under the UK European Union (Withdrawal) Act 2018), and amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586).

“Valid Invoice” means an invoice containing the information set out in clause C1.3 or C1.4.

“VAT” means value added tax charged or regulated in accordance with the Value-Added Tax Act 1994.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“Vulnerability Correction Plan” means a remedial plan prepared by the Supplier to address vulnerabilities identified in an IT Health Check report.

“Welsh Language Scheme” means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa unless the context requires otherwise;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) the Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the Schedules;
- (h) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (i) references to the Contract are references to the Contract as amended from time to time; and
- (j) any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

A2 Authority Obligations

Save as otherwise expressly provided, the Authority's obligations under the Contract are the Authority's obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.

A3 Supplier's Status

A3.1 The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.

A3.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

A4 Mistakes in Information

The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A5 Term

A5.1 The Contract starts on 01 October 2023 (the "**Commencement Date**") and ends on 31 March 2025 (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.

A5.2 The Authority may not extend the term of the Contract

B. THE SERVICES

B1 Basis of the Contract

B1.1 In consideration of the Supplier's performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.

B1.2 The terms and conditions in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

B2 Delivery of the Services

B2.1 The Supplier shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Supplier shall agree the relevant standard of the Services with the Authority prior to the supply of the

Services and, in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

- B2.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.
- B2.3 The Supplier shall:
- (a) ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;
 - (b) ensure that all Staff are properly managed and supervised; and
 - (c) comply with the standards and requirements set out in Schedule 8.
- B2.4 If the Specification includes installation of equipment the Supplier shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Supplier:
- (a) accept the installation; or
 - (b) reject the installation and inform the Supplier why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.
- B2.5 If the Authority rejects the installation pursuant to clause B2.4 (b), the Supplier shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, comply with the Specification, the Authority may terminate the Contract with immediate effect.
- B2.6 The installation is complete when the Supplier receives a notice issued by the Authority in accordance with clause B2.4 (a). Notwithstanding acceptance of any installation in accordance with clause B2.4 (a), the Supplier is solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.
- B2.7 During the Term, the Supplier shall:
- (a) at all times have all licences, approvals and consents necessary to enable the Supplier and Staff to carry out the installation;
 - (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation;
 - (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.
- B2.8 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at

its own cost all such facilities as the Authority may reasonably require for such inspection. In this clause B2, Services include planning or preliminary work in connection with the supply of the Services.

- B2.9 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B2.10 Timely supply of the Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Supplier fails to supply the Services within the time promised or specified in the Specification, the Authority is released from any obligation to pay for the Services and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.
- B2.11 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.
- B2.12 If, in delivering the Services, the Supplier is required to visit Authority Premises which are prisons, the Supplier shall comply with Schedule 7.

B3 Equipment

- B3.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Services.
- B3.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B3.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B3.4 Equipment brought onto the Premises remains the property of the Supplier.
- B3.5 If the Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Services.
- B3.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B3.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:

- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

B3.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

B4 Key Personnel

B4.1 The Supplier acknowledges that Key Personnel are essential to the proper provision of the Services.

B4.2 Key Personnel shall not be released from supplying the Services without Approval except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B4.3 The Authority may interview and assess any proposed replacement for Key Personnel and any replacements to Key Personnel are subject to Approval. Such replacements shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Authority shall not unreasonably withhold approval under clauses B4.2 or B4.3 and such approval is conditional on appropriate arrangements being made by the Supplier to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B5 Staff

B5.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B5.2 The Authority shall maintain the security of the Authority's Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008, available to the Supplier on request. The Supplier shall comply with all security requirements of the Authority while on the Authority's Premises, and ensure that all Staff comply with such requirements.

B5.3 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.

- B5.4 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- B5.5 The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.
- B5.6 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:
- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
 - (b) provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.
- B5.7 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

B6 Due Diligence

Save as the Authority may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting its Tender and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B7 Licence to Occupy

- B7.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B7.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B7.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost.
- B7.4 The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.

B7.5 The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

B8 Property

B8.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.

B8.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

B8.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.

B8.4 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without Approval.

B8.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.

B8.6 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Offers of Employment

B9.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 Months thereafter.

B9.2 If either Party breaches the clause B9.1, it shall pay the other Party a sum equivalent to 20% of the annual base salary payable by the Party in breach in respect of the first year of person's employment.

B9.3 The Parties hereby agree that the sum specified in clause B9.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B9.1.

B10 Employment

B10.1 The Parties shall comply with the provisions of Schedule 14.

C. PAYMENT

C1 Payment and VAT

C1.1 The Supplier shall submit invoices to the Authority in accordance with this clause C1 and Schedule 2.

C1.2 The Authority shall issue a Purchase Order number to the Supplier which must be quoted on all Valid Invoices.

C1.3 , A Valid Invoice is an invoice which has been agreed in accordance with Part 1 of Schedule 2, includes the information set out in Part 2 of Schedule 2 and:

timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;

- a) the name of the individuals to whom the timesheet relates and the number of hours delivered by each individual;
- b) identification of which individuals are Supplier's staff and which are Sub-Contractors' staff;
- c) the address of the Premises and the date on which work was undertaken;
- d) details of the type of work undertaken by the individuals concerned;
- e) separate identification of time spent travelling and/or meal or rest breaks; and
- f) if appropriate, details of journeys made and distances travelled.

C1.5 The Authority shall not pay an invoice which is not a Valid Invoice.

C1.6 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services. For the avoidance of doubt, the Authority shall not pay for time spent travelling and/or meal or rest breaks.

C1.7 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then if plant was waiting to be transferred between Premises or if the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.

C1.8 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Supplier is awaiting licensing of the Premises on the Authority's instructions).

- C1.9 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Supplier shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.
- C1.10 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C1.11 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.
- C1.12 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.
- C1.13 The Supplier shall:
- (a) add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;
 - (b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
 - (c) not suspend the Services unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C1.14 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause C1.14 shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C1.15 The Authority shall:
- (a) in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract; and
 - (b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.
- C1.16 Any late payment of undisputed invoices by the Authority will be subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank.

C2 Recovery of Sums Due

- C2.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.
- C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

D. PROTECTION OF INFORMATION

D1 Authority Data

- D1.1 The Supplier shall:
- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise Approved;
 - (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
 - (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;
 - (d) to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;
 - (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
 - (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;

- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;
- (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk;
- (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
- (j) comply with Schedule 6 (Security Requirements and Policy).

D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:

- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
- (b) itself restore or procure the restoration of Authority Data and be repaid by the Supplier any reasonable costs incurred in doing so.

D2 Data Protection and Privacy

D2.1 The Parties shall comply with their respective obligations under the Data Protection Legislation and comply with their respective obligations set out in Schedule 9.

D2.2 This clause D2 applies during the Term and indefinitely after its expiry.

D3 Official Secrets Acts and Finance Act

D3.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

D4 Confidential Information

D4.1 Except to the extent set out in this clause D4 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

- D4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause D4.3.
- D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- D4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- D4.7 Clause D4.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - (e) it is independently developed without access to the other Party's Confidential Information.
- D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:
- (a) for the purpose of the examination and certification of the Authority's accounts;
 - (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (c) to Parliament and Parliamentary committees;
 - (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is

confidential and is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or

(e) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses D4.8 (d) and (e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

D4.9 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

D4.10 The Authority shall use reasonable endeavours to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.

D4.11 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Contract immediately on notice.

D4.12 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

D4.13 The Supplier shall:

- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;
- (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
- (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
- (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

D5 Freedom of Information

D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:

- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
- (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
- (c) not respond directly to a Request for Information unless authorised to do so in writing by the Authority.

D5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

D6 Publicity, Media and Official Enquiries

D6.1 The Supplier shall not:

- (a) make any press announcements or publicise the Contract or its contents in any way;
- (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
- (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders

without Approval.

D6.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.

D6.3 The Supplier shall use reasonable endeavours to ensure that its Staff and professional advisors comply with clause D6.1.

E. INTELLECTUAL PROPERTY

E1 Intellectual Property Rights

E1.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together

with the Results, the "**IP Materials**") shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

E1.2 The Supplier hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E1.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third-party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E1.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.

- E1.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.
- E1.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:
- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
 - (b) take due and proper account of the interests of the Authority; and
 - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- E1.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause E1.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E1.3 (d) i) and ii).
- E1.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E1.3 (b) and G2.1 (g)) use its best endeavours to:
- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority
- and if the Supplier is unable to comply with clauses E1.8 (a) or (b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.
- E1.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use the Supplier Software, the Third Party Software and any other

Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

F. CONTROL OF THE CONTRACT

F1 Contract Performance

- F1.1 The Supplier shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
- a) the Supplier's delivery of the Services;
 - b) the Supplier's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services;
 - c) a review of future requirements in relation to the Services; and
 - d) progress against key milestones.
- F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.
- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

F2 Remedies

- F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification;
 - (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
 - (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
 - (d) terminate the Contract in accordance with clause H2.
- F2.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.
- F2.3 If the Authority reasonably believes the Supplier has failed to supply all or any part of the Services in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:
- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
 - (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
 - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.

- F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

F3 Transfer and Sub-Contracting

- F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.
- F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.
- F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F5 (Audit). If any Sub-Contractor does not allow the Authority access to the records the Authority has no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.
- F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:
- (a) the Sub-Contract contains:
 - i) a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Legislation, environmental, social or labour law;
 - ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of data protection in clauses D1 and D2; and
 - iii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of security as set out in Schedule 6 (Information Assurance & Security);
 - (b) the Sub-Contractor includes a provision having the same effect as set out in this clause F3.4 (a) in any Sub-Contract which it awards;
 - (c) the Sub-Contract shall include:
 - (i) the right for the Supplier or, as appropriate, Sub-Contractor to terminate the Sub-Contract voluntarily on terms no more onerous than the Authority's right to terminate this Contract voluntarily;

- (ii) the right to enable the Supplier or, as appropriate, Sub-Contractor to assign or novate its rights and obligations under the Sub-Contract to the Authority or any Replacement Supplier free of charge in connection with the termination or expiry of this Contract pursuant to an Authority request in accordance with Schedule 14;
- (iii) a provision which requires payment by the Supplier to the Sub-Contractor within a specified period not exceeding 30 days from receipt of a valid invoice in respect of any amount which has fallen due and payable as required by the provisions of such Sub-Contract;
- (iv) a requirement for a provision to be included in the contracts between the Sub-Contractor and its contractors which requires payment by the Sub-Contractor to its contractors within a specified period not exceeding 30 days from receipt of a valid invoice in respect of any amount which has fallen due and payable as required by the provisions of such contract;
- (v) provisions regarding the right of Supplier to monitor the performance of the Sub-Contractor that are relevant and proportionate to the particular service the particular Sub-Contractor is to provide on terms based upon those performance measures placed upon the Supplier by the Authority under this Contract; and
- (vi) provisions for the Sub-Contractor to provide such information as necessary for the Supplier to comply with its obligations in respect of Exit Information required pursuant to Schedule 15 and employee information required pursuant to Schedule 14; and

(d) copies of each Sub-Contract are sent to the Authority immediately after their execution.

F3.5 Unless Approved otherwise, if the total value of the Contract over the Term is, or is likely to be, in excess of £5,000,000, the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Services:

- (a) advertise on Contracts Finder those that have a value in excess of £25,000;
- (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor;
- (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term;
- (d) provide reports on the information in clause F3.5 (c) to the Authority in the format and frequency reasonably specified by the Authority;
- (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and

- (f) ensure that each advertisement placed pursuant to F3.5 (a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.

F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year for the previous Financial Year:

- (a) the total revenue received from the Authority pursuant to the Contract;
- (b) the total value of all its Sub-Contracts;
- (c) the total value of its Sub-Contracts with SMEs; and
- (d) the total value of its Sub-Contracts with VCSEs.

F3.7 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.6.

F3.8 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.

F3.9 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under this clause F3.9 is subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F3.10 and F3.11.

F3.10 If the Supplier assigns the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F3.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority can make payment.

F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.

F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority;
- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

F3.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.15, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F3.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the **"Transferee"**):

- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.

F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F3.17 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

F4 Change

F4.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.

F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the

requested Change. If the receiving Party accepts the Change it shall confirm it in writing to the other Party.

F4.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:

- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
- (b) terminate the Contract immediately except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the dispute resolution procedure detailed in clause I2 (Dispute Resolution).

F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.

F4.5 The Supplier is deemed to warrant and represent that the CNN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.

F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

F5 Audit

F5.1 The Supplier shall:

- (a) keep and maintain for 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of its compliance with, and discharge of its obligations under the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
- (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract; and
- (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

F5.2 The Authority, acting by itself or through its duly authorised representatives and/or the National Audit Office, may, during the Term and for a period of 18 Months thereafter, assess compliance by the Supplier of the Supplier's obligations under the Contract, including to:

- (a) verify the accuracy of the Price and any other amounts payable by the Authority under the Contract;
- (b) verify the Open Book Data;
- (c) verify the Supplier's compliance with the Contract and applicable Law;
- (d) identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority has no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any guarantor or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
- (g) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (h) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (i) verify the accuracy and completeness of any management information or reports delivered or required by the Contract;
- (j) review the Supplier's compliance with the Authority's policies and standards; and/or
- (k) review the integrity, confidentiality and security of the Authority Data

and the Supplier (and its agents) shall permit access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Authority (or those acting on its behalf) may reasonably require for the purposes of conducting such an audit.

F5.3 The Supplier (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of conducting a financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

F5.4 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably

disrupt the Supplier or delay the provision of the Services. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

- F5.5 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause F5, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

F6 BUSINESS CONTINUITY AND DISASTER RECOVERY

- F6.1 The Parties shall comply with their respective obligations in relation to business continuity and disaster recovery arrangements as set out in Schedule 10 (Service Continuity Plan).

F7 GOVERNANCE

- F7.1 The Parties shall comply with their respective obligations in relation to governance arrangements to be adopted by the Parties in meeting the requirements of the Contract as set out in Schedule 11 (Governance).

F8 PERFORMANCE INDICATORS

- F8.1 The Supplier shall perform its obligations under this Contract in accordance with, and at all times shall ensure that the Services comply with and meet all the requirements of the Performance Indicators.
- F8.2 The Parties shall comply with their respective obligations in relation to the Performance Indicators as set out in Schedule 12 (Performance Indicators).

F9 FINANCIAL DISTRESS EVENTS

- F9.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Commencement Date if it not subject to (and is not aware it is reasonably likely to become subject to) a Financial Distress Event.
- F9.2 During the Term, the Supplier shall promptly notify the Authority if it is, or is reasonably likely to become, subject to a Financial Distress Event.
- F9.3 If a Financial Distress Event occurs (or is reasonably likely to occur) then (whether notified to it by the Supplier or otherwise identified by the Authority):
- (a) the Supplier shall immediately provide the Authority with such additional information and/or documentation it reasonably requires in order to review the effect of the Financial

Distress Event on the continued performance and delivery of the Services in accordance with this Contract;

- (b) the Supplier shall take such actions as the Authority may reasonably require in order to remedy the relevant Financial Distress Event; and
- (c) the Supplier shall provide the Authority with regular updates on the Financial Distress Event as the Authority may reasonably request from time to time.

F9.4 The Authority shall be entitled to terminate this Contract for Material Breach under clause H2 if:

- (a) the Supplier fails to comply with clause F9.3; and/or
- (b) the Authority, acting reasonably, considers that the Financial Distress Event will have a material impact on the continued performance and delivery of the Services in accordance with this Contract.

G. LIABILITIES

G1 Liability and Indemnity

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, D2 or D4 or Schedules 6 or 8; or
- (e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.

G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed the greater of (i) the £1,000,000; or (ii) the total amounts paid or payable by the Authority to the Supplier under this Contract .

G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

- G1.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.
- G1.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
 - (d) any compensation or interest paid to a third party by the Authority; and
 - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:
- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
 - (b) indirect, special or consequential loss.

G2 Warranties and Representations

- G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:
- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
 - (b) in entering the Contract, it has not committed any fraud;
 - (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
 - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or

any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;

- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

G3 Tax Compliance

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

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

- (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

G4 Insurance

G4.1 The Supplier shall comply with the provisions of Schedule 13 (Insurance) in relation to obtaining and maintaining insurance.

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:

- (a) 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;
- (b) 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);
- (c) a petition is presented for its winding up (which is not dismissed within 14 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;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

- (e) 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;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1 (a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier’s creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier’s bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier’s assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 (“**Change of Control**”). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (e) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (f) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;

- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets;
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (g) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in clauses H1.5 (a) to (g) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5 (a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract at any time by giving 90 days' notice to the Supplier.

H3.2 If this Contract is terminated by the Authority pursuant to clause H3.1 the Authority shall pay to the Supplier an amount equal to the Breakage Costs

H4 Other Grounds

H4.1 The Authority may terminate the Contract if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (c) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.

H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.

H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction), paragraph 9 of Schedule 8 and paragraphs 3 and 4 of Schedule 14.

H6 Disruption

- H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.
- H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H7 Recovery

- H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:
- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Supplier;
 - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
 - (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.
- H7.2 If the Supplier does not comply with clauses H7.1 (a) and (b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

- H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.
- H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

- H9.1 The Parties shall comply with the provisions of Schedule 15 in relation to an orderly transition of the Services to the Authority or a Replacement Supplier (as appropriate).

H10 Knowledge Retention

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination

of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I GENERAL

I1 Dispute Resolution

- I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.
- I1.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.
- I1.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.
- I1.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
 - (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

- (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I1.6.

I1.6 Subject to clause I1.2, the Parties shall not start court proceedings until the procedures set out in clauses I1.1 and I1.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause I1.7; and
- (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I1.7, to which the Authority may consent as it sees fit.

I1.7 If any arbitration proceedings are commenced pursuant to clause I1.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause I1.7 (a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and

- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

I2 Force Majeure

- 12.1 Subject to this clause I2, a Party may claim relief under this clause I2 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 12.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 12.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause I2 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- 12.4 Subject to clause I2.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party is liable for any Default arising as a result of such failure;
 - (b) the Supplier fails to perform its obligations in accordance with the Contract it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that

the Services (or part of the Services) continue to be performed in accordance with the Contract during the occurrence of the Force Majeure Event.

- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- 12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

13 Notices and Communications

- 13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.
- 13.2 If it is not returned as undelivered a notice served in:
- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
 - (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day
- or when the other Party acknowledges receipt, whichever is the earlier.
- 13.3 Notices pursuant to clauses 11, 12 or 17 or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.
- 13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:

Contact Name:

[REDACTED]

Address:

[REDACTED]

Email:

[REDACTED]

- (b) For the Supplier:

Contact Name:

[REDACTED]

Address:

[REDACTED] and

Email: [REDACTED]

I4 Conflicts of Interest

- 14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.
- 14.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

I5 Rights of Third Parties

- 15.1 Clause E1.3, Schedule 9 and Schedule 14 confer benefits on persons named in them (together "**Third Party Provisions**" and each person a "**Third Party Beneficiary**") other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- 15.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 15.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third-Party Provision without Approval.
- 15.4 Any amendments to the Contract may be made by the Parties without the consent of any Third-Party Beneficiary.

I6 Remedies Cumulative

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

I7 Waiver

- 17.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- 17.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3 (Notices and Communications).

- I7.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

I8 Severability

If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

I9 Entire Agreement

The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

I10 Change in Law

- I10.1 The Supplier is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

- I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
 - (i) Change is required to the Services, the Price or the Contract; and
 - (ii) relief from compliance with the Supplier's obligations is required; and
- (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services.

- I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

I11 Counterparts

The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

I12 Governing Law and Jurisdiction

Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

SCHEDULE 1 – SPECIFICATION

WRAP AROUND SUPPORTED ACCOMMODATION SPECIFICATION

This Schedule provides a summary of Services to be delivered by the Supplier, co-commissioned by the Authority and:

- Bath & North-East Somerset Council;
- Bristol City Council;
- Exeter City Council
- North Somerset Council;
- Somerset County Council and;
- South Gloucestershire Council

Definitions:

1.1 In this Schedule, the following definitions shall apply:

“Accommodation” means accommodation complying with the Decent Home Standards published by the Department of Levelling up Housing and Communities (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7812/138355.pdf).

“Allocated Accommodation” means Accommodation that a Person on Probation has been allocated to use on a temporary basis in which the wrap around accommodation support will be delivered until move on accommodation has been sourced.

“Available Accommodation” means Accommodation which is available for use in which the wrap around accommodation support will be delivered under this Contract.

“Beds” means a bed within one of approved Available Accommodation.

“Community Probation Practitioner” means the Probation Practitioner with oversight of the Person on Probation’s order or on licence

“E, D & I Matrix” means the equality, diversity & inclusion matrix use by the Authority to consider the correct use of E, D & I when developing probation services specifications.

“Occupied Accommodation” means Allocated Accommodation that is occupied by the Person on Probation.



“People on Probation” mean a person or people who is someone serving a sentence in the community, someone released from prison on licence or parole. For the purpose of this specification, it is limited to those with more than six months to serve on their order or licence at point of allocation. It also includes those on standalone orders and suspended sentence orders.

“People in Prison” means a person or people who is detained within the England & Wales prison establishment.

“Referrer” means the Authority (through the Probation Service) and/or a local authority housing gateway process.

“Settled Accommodation” means suitable and stable accommodation that is available for a minimum period of twelve weeks/three months.

“South-West Commissioning Plan” means the Authority’s plan that details the South-West Probation Service commissioning intentions.

“Wrap around accommodation support” means trauma-informed wrap around accommodation support for People on Probation in the community and People leaving Custody to help them to develop the life, social and tenancy skills required to enable them to successfully move on and to live independently in their own home and reduce their offending behaviour. It also includes the co-ordination of other services according to the needs of the individual.

Services to be delivered by the Supplier:

Wrap Around Accommodation Support

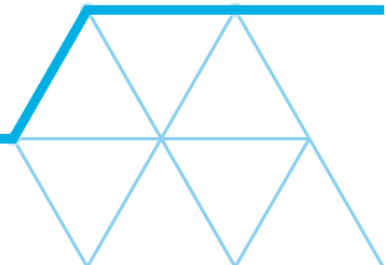
- 1) Provision of wrap around accommodation support for People on Probation in the community and People leaving Prison to help them to develop the life, social and tenancy skills required to enable them to successfully live independently in their own home and reduce their offending behaviour.

The wrap around accommodation support service will be delivered by the supplier, via properties either managed through private sector or housing association leasing arrangements with landlords or through properties they own. The accommodation will be financed by the supplier via housing grants and housing management grants, the Authority will not contribute to the cost of accommodation. The wrap around accommodation support will be delivered by staff employed and managed directly by the supplier in properties leased, owned or managed by the supplier.

- 2) The agreed contracted volumes for the wrap around accommodation support services is/are for a maximum of seventy-four (74) People on Probation at any given time, with priority given to those deemed as high risk of harm and/or complex and or difficult to house, with a maximum total of 296 hours per week of support to be delivered at an average of four hours support per individual.
- 3) The provision of wrap around accommodation support in the locations set out below:



- Bath and North-East Somerset – 6 people
 - Bristol - 15 people
 - Exeter - 11 people
 - North Somerset - 6 people
 - Somerset - 30 people
 - South Gloucestershire – 6 people
- 4) The Supplier agrees to supply wrap around accommodation support up to 74 People on Probation across Bath & North Somerset, Bristol, Exeter, North Somerset, Somerset and South Gloucestershire, for People on Probation with multiple complex needs, who face difficulties with securing general accommodation and navigating the housing sector, inclusive of Integrated Offender Management (IOM) and Multi Agency Public Protection Arrangements (MAPPA) cases and who have a local connection to the areas, for 18 months from 1st October 2023 to 31st March 2025. Any arrangement outside of this will be dealt with on a case-by- case basis with the Authority having the final say on these referrals.
 - 5) The referrals for these services will come via the Authority Community Probation Practitioner to the Supplier. The Supplier requires each referral to be approved by the Community Probation Practitioner and will also require ongoing direct liaison with the Community Probation Practitioner to support delivery of these services.
 - 6) The Supplier will be expected to attend local Probation Delivery Unit Homelessness Prevention Team (PDU (HPT)) meetings to share pipeline information around upcoming vacancies, unplanned vacancies, and to discuss potential referrals. The Supplier will be expected to maintain prioritised waiting lists for each PDU. Where required, bespoke professional meetings to be held if a placement is at risk.
 - 7) The Supplier will provide a weekly list of live properties highlighting current and upcoming planned vacancies, any unplanned vacancies and their weekly waiting lists.
 - 8) Where there are vacancies in the accommodation that cannot be filled by referrals from the Authority within two weeks, the Local Authorities can request that they are filled with others on their waiting list and caseload. These can only be people who have a recent history with the criminal justice system and any support given to them will not be funded by the Authority.
 - 9) The Authority will determine which cases have higher priority from the waiting list in each PDU and the Supplier, at the point a vacancy becomes available, will have the ability to decline or accept the referral based on appropriateness and risk level. Where more than one individual is acceptable the Authority will determine which case is to be allocated.
 - 10) Every referral will be responded to by the Supplier within 2 working days and as per SL1 i.e. acceptance, further information required or referral declined, with reasons.
 - 11) Every referral that is accepted, will have an initial assessment completed. The assessment will have one or more of the following outcomes; acceptance with

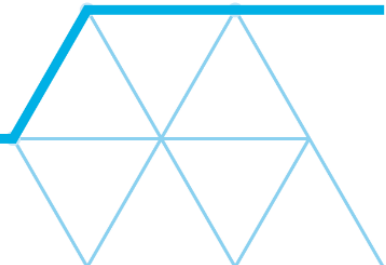


placement, acceptance on waiting list, failure to attend, Person on Probation declined or referral declined by the Supplier.

- 12) For any referral that is declined by the Supplier, the Supplier will provide to the Authority, within two working days, the reasons why the referral was declined and the process for the individual or the Authority to appeal the decision.
- 13) No People on Probation are to be referred or accepted onto this scheme that have less than 6 months left to their Sentence End Date (SED) / End of Post Sentence Supervision (PSS) unless this is with the approval of the Authority for each case and only if they have a move-on plan to exit the allocated accommodation prior to their SED or end of PSS in place.

Support

- 14) Each Person on Probation benefiting from this service will be allocated a key worker within 5 working days of allocation of a property as per SL 3.
- 15) The level of support given to an individual Person on Probation shall be determined between the Supplier and the Community Probation Practitioner, with the intention of decreasing the number of hours support given, as the individuals needs decrease.
- 16) Levels of support shall be determined according to need and shall be;
 - a) 6 hours for high need individuals
 - b) 4 hours for medium need individuals
 - c) 2 hours for low need individualsThis allows an average of 4 hours support per individual up to the maximum of 296 hrs per week.
- 17) Levels of support provided shall be no less than 2 hours per week and up to a maximum of 6 hours per week, per individual Person on Probation, additional to case management support provided by the Authority and partners.
- 18) The Supplier shall generate an initial Support and move-on Plan within 5 working days of the Person on Probation accessing the wrap around accommodation support service. The Supplier will provide a copy to the Person on Probation's Community Probation Practitioner.
- 19) The Supplier shall keep clear, accurate records of the support delivered and provide feedback to the Person on Probation's Community Probation Practitioner following every contact (through scheduled meaningful support or other contact) with the Person on Probation via email and within 24hrs, unless there is a need for the notification to be sooner. This will enable the Community Probation practitioner to record the information on the Authority system (nDelius) in line with Probation requirements.



20) Support with move on to settled accommodation activities should be initiated in line with the agreed time frames determined at point of referral acceptance and these activities must include:

- Discussion and agreement with the Community Probation Practitioner as to what activities to undertake; and
- This could include, but is not exhaustive:
 - a. Involvement in discussions regarding move on options with the Person on Probation.
 - b. Accompanying a Person on Probation to visit a potential settled accommodation placement.
 - c. Liaison with other staff/services involved in securing settled accommodation.
 - d. Help setting up a bank account, support making a benefit claim.
 - e. To provide an accommodation reference to the Person on Probation to use with future landlords.
 - f. GP registration
 - g. Access to training, skills and work provision
 - h. Access to substance use services, where required
 - i. Access to services that support people around their mental health
 - j. Access to support around skills needed to manage and sustain a tenancy including budgeting

21) Upon written request of the Authority, the Supplier shall contribute and provide relevant input to case reports, incident reports and contribute or participate in multi-agency meetings.

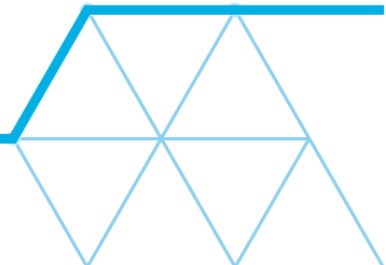
22) Decisions regarding withdrawing a Person on Probation from wrap around accommodation support must be made by the Authority, after consultation with the Supplier. This will happen if they assess that the risks/ behaviour cannot be managed safely in the allocated accommodation. It may also occur if the Person on Probation is not adhering to the requirements in the wrap around accommodation support Compact.

23) The supplier will assist People on Probation to recover from homelessness and offending by encouraging engagement with substance use services and general health services, physical and psychological/counselling (where appropriate) and access to Training, Skills and Work Services.

24) Provision of ongoing wrap around accommodation support to People on Probation supported under this Contract. This will be a complete support package delivering a comprehensive service that, while supporting the People on Probation, also assists in protecting the local community by reducing the likelihood of harm caused by repeat offending. The Service will include enhancing the People on Probation's likelihood of maintaining their supported/move-on accommodation by developing their tenancy maintenance skills. This Service will be funded for the duration of the time the Person on Probation is accommodated by the Supplier and only up to their SED.



- 25) Interface service between the Supplier, landlords and People on Probation to secure move-on accommodation for the People on Probation. This will include support in accessing accommodation bond schemes where appropriate.
- 26) If the Supplier identifies a reason that the Person on Probation will have to leave the supported accommodation early, due to unforeseen circumstances related to the property or surrounding area, they shall immediately inform the Community Probation Practitioner and Homelessness Prevention Team.
- 27) Wrap around accommodation support provided by the Authority cannot extend beyond sentence end date or the end of post sentence supervision, therefore the supplier must work with the appropriate Local Authorities to ensure appropriate transfer of responsibility to the Local Authority for housing and support where necessary, on exit from the allocated accommodation. This process should start a minimum of six months before sentence end date or end of post sentence supervision as part of the move on plan.
- 28) Where it is not possible for the individual to move-on to settled accommodation at sentence end date or end of post sentence supervision and they remain in the allocated accommodation, the supplier will be required to source additional accommodation to maintain the number of spaces available as allocated accommodation.
- 29) Where individuals are recalled to custody the Supplier shall discuss with the Authority the possibilities around keeping the allocated accommodation open for the individual or re-allocating. These will be dealt with on a case-by-case basis.
- 30) The Supplier shall inform the Authority immediately on becoming aware of any intention to decommission properties utilised under this Contract and provide the Authority with details of replacement properties in which they intend to provide the wrap around accommodation support. The Supplier shall be required to maintain the maximum required provision of 74 spaces.
- 31) Properties for physical use by males, without children, must contain no more than 6 bed spaces, each single occupancy with shared kitchen and bathroom facilities.
- 32) Properties for physical use by females, without children, must be self-contained with kitchen and bathroom, with no more than 2 females sharing. Additional security measures need to be put in place to ensure their safety, i.e., five bolt mortice locks, window locks, CCTV, additional locking mechanisms such as door chains. Female residents have to be given the option of a female support worker. Males should only enter the property with a valid reason to do so and female residents are given sufficient prior notice.
- 33) Properties for physical use by individuals who are trans-gender, non-binary or gender-fluid should have the same specification as in 32) above.
- 34) Staff need to have knowledge of, or have been formally trained in, trauma informed approaches.



- 35) Any signs or concerns, for example, coercive control, potential cuckooing, or other forms of exploitation must be reported immediately to the Authority, given the need to keep all residents physically and emotionally safe.
- 36) 10% of overall provision and preferably at least one property in each local authority area, should be reserved for females and trans-gender, non-binary and gender-fluid individuals.
- 37) The Supplier shall provide an induction meeting for a Person on Probation upon arrival at the supported accommodation, providing that arrival is before 17:00 on a working day. Where requested, the option for females to be supported by a female staff member shall be made available. The date and time of the induction meeting must be agreed with the referrer in advance and shall include:
- a full tour of the supported accommodation;
 - keys to the supported accommodation;
 - a copy of the supported accommodation rules and conditions of residence including information regarding personal property and;
 - A time, date and location for the new resident's first keywork session with the supplier's staff; and
 - For any Person on Probation arriving outside of these hours the supplier shall find an alternative solution to the induction to ensure that the Person on Probation is able to access the supported accommodation.
- 38) As a minimum, the supported accommodation provided shall comply with Decent Home Standards published by the Department of Levelling up Housing and Communities. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7812/138355.pdf

Including by undertaking necessary:

- repairs and maintenance to furnishings, including replacements;
- repairs and maintenance of internal fixings and decoration;
- repairs and maintenance of the supported accommodation or ensuring the landlord or owner of the supported accommodation (if that is not the Supplier) does so;
- routine maintenance of external fixings and areas, including lawned areas, driveways, and public rights of access routes. The Supplier shall ensure that this is completed at a required frequency sufficient to ensure the supported accommodation meets or exceeds the standards of the properties in the immediate area;
- any gardens at the supported accommodation must be secured by the Supplier by fencing and/or walls, clear of rubbish and there should be no debris that could cause harm including but not limited to broken glass and potential weapons; and
- as a minimum, the Supplier must ensure that the supported accommodation complies with the respective Local Authority housing standards and with the Housing, Health and Safety Rating System published by the Ministry of Housing, Communities and Local Government available at: <https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-Landlords-and-property-related-professionals>.



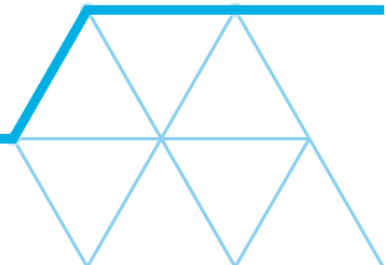
- 39) Properties utilised by the Supplier to provide the service shall have a valid fire safety certificate, gas safety certificate and relevant insurances in place. Any landlord vetting processes undertaken by the supplier must be shared with the Authority.
- 40) The Supplier shall have smoke alarms and carbon monoxide alarms fitted and tested in accordance with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
- 41) The Supplier shall ensure that all Available Accommodation is checked and meets the requirements set out in this Schedule 1 before any Person on Probation resides in the accommodation. These checks must be accurately recorded and available upon request of the Authority.
- 42) The Authority reserves the right to complete its own checks of the supported accommodation at any time. These checks could consist of either announced or unannounced visits. Residents of properties shall be given 24-hour notice of the visit, in accordance with their license agreement.
- 43) The Supplier shall ensure that the following is provided at each supported accommodation property as a minimum and shall be maintained in good condition. The Supplier must replace any furniture when it fails to meet this standard.
- 44) The Supplier shall ensure that for each Bed space there shall be:
- 1 single bed; and
 - 1 cupboard and 1 set of drawers for storage of clothing including space for hanging clothes.
- 45) The Supplier shall ensure that in each supported accommodation there is a kitchen and dining area which shall include in adequate quantities sufficient for the maximum occupancy of the accommodation plus;
- Oven and hob,
 - Washing machine,
 - Refrigerator,
 - Appliances including a kettle and toaster,
 - set of saucepans and frying pan,
 - set of cutlery settings,
 - dinner set,
 - set of kitchen utensils,
 - set of glasses,
 - washing up bowl,
 - set of oven trays,
 - 1 dining table and 1 dining chair per Person on Probation,
 - cooking utensils / equipment (e.g., bread knife / masher),
 - tea towels,
 - washing up cloths,
 - Vacuum cleaner,
 - Iron and Ironing board, and



- First Aid Kit:
 - The Supplier shall ensure that in each supported accommodation there is a working television and access as a minimum terrestrial channel.
 - The Supplier shall ensure that a working toilet, washbasin, and bath and/or shower is available in each supported accommodation in line with the ratios for shared rented accommodation and appropriate disposal receptacles for sanitary items in female accommodation.
- 46) The Supplier must ensure the following disposable items will be issued to the Person on Probation upon arrival at the supported accommodation;
- Sheets, duvets, duvet cover, pillow; and
 - 1 bath towel and 1 hand towel.
- 47) The Supplier shall ensure the following additional items will be issued to the Person on Probation upon arrival;
- 1 toiletry pack, including toothbrush, toothpaste, shampoo, soap, flannel and personal hygiene and appropriate sanitary items;
 - Welcome food pack containing 24 hours' worth of food (48 hours of food if the Person on Probation arrives on a Friday or ahead of public holidays), including sliced loaf, margarine, milk, cereal, coffee, tea bags and sugar. The Supplier needs to consider whether the Person on Probation has any food allergies or special requirements; and
 - If made available consideration needs to be given to those from ethnic diverse groups for both toiletries and food.
- 48) If, for any reason, the supplier is unable to provide any of the above then a voucher for a local supermarket may be provided in exceptional circumstances.
- 49) Any of the above items which are left in the supported accommodation after a Person on Probation ceases to reside in the property and cannot be reused must be disposed of in an environmentally safe manner and compliant with relevant COVID-19 guidance.
- 50) All rooms in the supported accommodation will have flooring (carpet or vinyl), window coverings (curtains or blinds), furniture, furnishings, and equipment all of which shall be maintained to a clean, undamaged standard in accordance with the requirements of this Schedule.
- 51) The Supplier shall ensure that;
- kitchens are clean and safe, free of mould and well ventilated;
 - doors are intact;
 - cookers and ovens are clean;
 - bathrooms are free of mould and mildew and well ventilated; and.
 - has a separate lockable bedroom for each Person on Probation.



- 52) The Supplier must ensure that supported accommodation complies with all applicable Law in relation to the accommodation.
- 53) The Supplier shall obtain the Authority's Approval to new supported accommodation before it is used for the Services (with justification given for any refusals). For example, information received by the Authority from the police or local authority. In the event the Supplier cannot deliver the new supported accommodation it is the responsibility of the supplier to find alternative new supported accommodation.
- 54) The Supplier shall ensure that supported accommodation is not allocated to the Person on Probation where it is aware that planned events may affect the supported accommodation, including building works if such events would require People on Probation to be relocated. The Supplier must repair and maintain the supported accommodation to a standard compliant with those for disrepair and maintenance under the Landlord and Tenant Act (1985) and Defective Premises Act (1972) including;
- arrangements for alternative supported accommodation; and
 - conducting an individual needs assessment on each Person on Probation to identify any individual requirements.
- 55) The Supplier shall ensure that each supported accommodation is furnished and arranged in compliance with any applicable law, regulation, or guidance concerning COVID-19.
- 56) The Supplier shall ensure that it has in place all procedures as may be required by any applicable law, regulation, or guidance concerning COVID-19 for each supported accommodation and that such procedures are of a satisfactory standard.
- 57) The Supplier shall manage the supported accommodation in compliance with any applicable law, regulation, or guidance concerning COVID-19.
- 58) The Supplier is liable for any damages which may occur in the supported accommodation that has been caused by a Person(s) on Probation that have been accommodated as part of the Contract; the Authority will not be liable for any damages to the supported accommodation, howsoever such damages may have been incurred.
- 59) The Supplier should have access to supported accommodation suitable for those with additional needs (for example, accessible supported accommodation for those with disabilities) and provide this where needed, following discussion with the Authority. Each case should be considered independently. In providing the Services, the Supplier must comply with the Equality Act 2010 and all applicable amendments, regulations, and codes of practice, or any future or other legislation which concerns discrimination in employment and service delivery (the Equalities Provisions).
- 60) Four weeks prior to the expiry of the Person on Probation's placement in the supported accommodation, the Supplier must provide a reminder notice to the Person on Probation, Community Probation Practitioner (CPP) and Homelessness Prevention Team (HPT) stating the date their placement in the supported accommodation is due to expire (a "Departure Reminder"). The Person on Probation will be entitled to use the wrap around accommodation support during the period of the Departure Reminder.



Agreed Volumes

61) The provision of wrap around accommodation support for a maximum of 74 People on Probation, in the locations set out below, for 18 months, possible including mobilisation, from the commencement of this Contract:

- Bath and North-East Somerset – 6 supported people
- Bristol - 15 supported people
- Exeter - 11 supported people
- North Somerset - 6 supported people
- Somerset - 30 supported people
- South Gloucestershire – 6 supported people

62) Support is to be provided as a minimum of 2 hours per week to a maximum of 6 hours per week to each Person on Probation in the allocated accommodation. The maximum total support hours available under this contract are 296 hrs per week across 74 supported People on Probation and the Supplier will be required to evidence this as part of their monthly performance report.

63) For the avoidance of doubt, the total number of support hours available to be funded is directly proportional to the number of supported places available i.e. 74 places = 296 hours, 50 places = 200 hours and on average 1 place = 4 hours.

64) Recruitment will be phased in line with property on-boarding. Staffing after phasing across all projects will be as a minimum:

- Managers: 2 FTE
- Support Workers: 10 FTE (Based on providing 296 support hours p/wk + holiday/sickness cover)
- Health & Safety staff: 0.5 FTE
- IT staff: 0.5 FTE
- Administration/Contract Support: 1.0 FTE

Service Review Meetings

65) An initial service review meeting must be held no later than 30 days after the commencement date of this Contract.

66) All of the above volumes and service level achievements will be reported by the Supplier to the Authority in the Monthly Performance Report. The information in each report will include, but not be limited to the information below:

As part of this Contract the Authority wishes to work with the Supplier to agree the data which will be collected, these include, but are not limited to:



- An overview of People on Probation receiving wrap around accommodation support, including the supported accommodation type they are in, the arrival date and planned move on date. This should also include the numbers of People on Probation currently at each support level.
- The number of hours of support planned and the number of hours of support delivered to each Person on Probation in the allocated accommodation.
- The total number of hours of support delivered at each level of support.
- The number of People on Probation who have moved between levels of support required.
- The number of allocated accommodation units currently available and the occupancy details of them, This should be separately detailed for females, trans-gender, non-binary and gender fluid People on Probation and People on Probation with disabilities.
- Number of People on Probation on waiting lists for each PDU.
- An overview of all referrals received and their status, this includes, date received, date responded to, number of referrals received per week/month/total, any that are pending.
- People on Probation case level details (all which the Supplier has access to) to include: protected characteristics: age, ethnicity, gender and/or disability status:
- Details of any complaints received, their status and actions taken, and:
- Details of all reportable incidents and major incidents, including date and time they took place, were realised, and were reported.
- Number of People on Probation who have exited the service/moved on per week/month/total with outcomes for each.
- Number of People on Probation who have registered with health services, including GP and other primary health services.
- Number of People on Probation who have accessed Work, Skills and Training Services and outcomes.
- Number or People on Probation who have accessed drug and alcohol services and outcomes

Reporting Requirements

- 67) The Supplier will provide of monthly Service Management Reports to the Authority's Contract Management Team. The first to be delivered within 30 days of contract commencement and then every 1 month thereafter. The format of the reports will be agreed between The Authority and the Supplier.
- 68) Monthly Summary Reports to be submitted within 5 working days of the end of the reporting month on a template agreed between the Authority and the Supplier. Monthly reports to include actions taken to maintain and develop liaison with Probation Delivery Units.
- 69) The Authority may, from time to time, reasonably request the supplier produces reports outside of the reporting requirements in the time frame requested by the Authority. The Authority agrees to act reasonably when making these requests.
- 70) Additional Information Requests from the Authority are to be responded to within two working days of the request or by negotiation with the Authority.



71) Bi-Monthly case reviews to be undertaken between the Supplier and the Authority.

Reporting Data Requirements

- Status at point of each referral (e.g., Approved Premises (AP) / homeless / custody / pre-release etc.)
- Planned Move On dates
- Referring Probation Delivery Unit
- Area of local connection
- Offending history and registrations (e.g., sex offender / lifer / Indeterminate Public Protection (IPP) IOM / arson history / self-harm/suicide / MAPPA category & level).
- History of rough sleeping
- Protected Characteristics:
 - a) Age
 - b) Sex
 - c) Sexual orientation
 - d) Ethnicity
 - e) Disability
 - f) Religion / belief
 - g) Marriage / civil partnership
 - h) Gender Reassignment
 - i) Pregnancy & Maternity
- Veteran status
- Anticipated Outcome of each referral / Service delivered
 - a) Settled accommodation
 - b) Temporary supported accommodation
 - c) Landlord accommodation
 - d) Deposit scheme
 - e) Unable to house
- Actual Outcome/Services delivered
 - a) Settled accommodation
 - b) Temporary supported accommodation
 - c) Landlord accommodation
 - d) Deposit scheme
 - e) Access to alternative financial support
 - f) Unable to house
 - g) Unplanned exit e.g. Recall
 - h) Referral to alternative provider
- Other ongoing support provided
- Weekly list of live properties highlighting vacancies
- Monthly occupancy/void data of bedspaces (to include reasons for voids), and SED/PSS for occupants.
- Weekly waitlists
- Annual equality impact assessment

72)



Exit Planning

- 73) 3 months prior to the end of the contract the Supplier will provide the Authority with specific move-on plans for each of the individuals in the allocated accommodation.
- 74) The Supplier will not take on any individuals in the last three months of the contract without already having a clear move on plan for the individual to align to the end of the contract.

Service Levels/Key Performance Indicators (KPIs)

The following service levels will be achieved by The Supplier

- SL1 Within two working days the supplier will notify by email the referrer of the outcome of the referral. This will include one of the following–
 - a) Acceptance and progression to assessment (with agreed time frame for progression to assessment depending on circumstances such as the individual still being in custody etc.))
 - b) Further information required
 - c) Referral declined with reasons
- SL2 Within two working days of the assessment of the referral, the referrer will be updated regarding the outcome of the referral assessment. This will include one of the following -
 - a) Acceptance with placement
 - b) Acceptance on waiting list
 - c) Failure to attend
 - d) Person on Probation declined
 - e) Supplier declined placement, the reasons why and the referrers right to appeal.
- SL3 Upon allocation of a property to a Person on Probation a keyworker will be assigned to each supported individual within 5 working days of placement commencement to develop an initial support and move-on plan.
- SL4 90% of People on Probation accessing this service to be registered with a GP and other necessary Health Services e.g. Mental Health within 1 month of accessing wrap around accommodation support under this service.
- SL5 100% of People on Probation to have a completed wrap around accommodation support and move-on plan within 4 weeks of accessing allocated accommodation under this service.
- SL6 70% of People on Probation to be given advice and support to access, education, volunteering or training within 6 months of accessing wrap around accommodation support under this service.
- SL7 40% of People on Probation to have successfully engaged with Training, Skills and Work within 6 months of accessing wrap around accommodation support under this service.
- SL8 80% of People on Probation to move on from the service in a positive way (excluding those recalled to custody, evicted due to behaviour or those who have



disengaged with the service) before their sentence end date, end of their community order or post sentence supervision.

- SL9 Where there is DLUHC funded (Accommodation for Ex-Offenders (AfEO) provision available, referrals should be made into those services.
- SL10 Monthly reports to be completed and submitted by the Supplier within 5 working days of the end of the reporting month

Media enquiries and communication:

75) The Supplier must refer any and all communication as part of their proactive community engagement, media enquiries and press releases to the Authority for Approval prior to release.

- The contact for the handling of media enquiries are:
- Contract Manager [REDACTED]
- Ministry of Justice Press Office: 020 3334 3506
- Supplier: [REDACTED]

Feedback from People on Probation

The Supplier shall have arrangements in place to obtain feedback from People on Probation on the delivery of services that affect them and to use this to improve the Service that they provide. This shall be discussed at the Service Management Board.

Where appropriate, engage with HMPPS Regional Engaging People on Probation Manager.

Information Sharing and GDPR

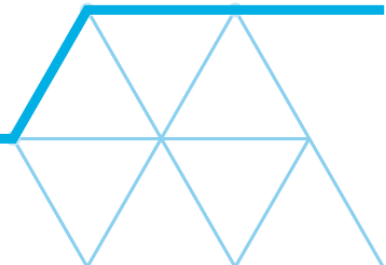
This project will be supported by an Information Sharing Agreement (ISA) and Data Protection Impact Assessment (DPIA - to assess and process, need and proportionality for collecting data, how it will be stored, the potential risks of data breaches and mitigation action).

Equality Impact Assessment

This project will be supported by the overarching equalities analysis, detailed in the Southwest Probation Service Commissioning Plan. The South West Probation Service also have an Equality, Diversity, and Inclusion Matrix, which is used to make equalities considerations when creating service specifications.

Statistics regarding ED&I will be regularly reviewed with co-commissioners and suppliers as part of the Authority governance and service review meetings. The Authority will regularly liaise with the Equalities Manager to compare supplier statistics against wider Authority data.

Suppliers will work with the Equalities Manager and our co-commissioners to ensure ED&I is at the forefront of our continuous improvement agenda.





SCHEDULE 2 – PRICES and INVOICING

Part 1

The Price for the Services shall be invoiced monthly in arrears as set out in this Schedule 2. The Price for the Services shall be calculated based on an hourly rate of [REDACTED] [REDACTED] (the “Hourly Rate”).

The Price payable for the Services shall be calculated as the Hourly Rate multiplied by the number of hours that the Services were delivered (up to a maximum of 296 hours per week).

The Supplier shall submit a draft invoice to the Authority five (5) Working Days prior to the end of each month setting out the Price payable for the period since the last draft invoice was submitted (except in the case of the first draft invoice, which shall set out the Price payable for the period since the Commencement Date). The draft invoice must be accompanied by the information set out in Clause C1.3.

The Parties shall endeavour to agree the draft invoice within five (5) Working Days of its receipt by the Authority, following which the Supplier shall be entitled to submit its invoice to [REDACTED] [REDACTED] provided that the Supplier does not submit such final invoice prior to the end of the month. Where agreement cannot be reached within fifteen (15) days the matter shall be dealt with under the dispute resolution procedure detailed in clause I2 (Dispute Resolution).

The first invoice is due on or after 1st November 2023 and then monthly thereafter.

The Invoice must be sent to the address on the Purchase Order and copy of the invoice sent via email to: [REDACTED]
[REDACTED]

The maximum Contract value will not exceed £649,927.20. [REDACTED]

Part 2

1 Invoice requirements

1.1 All invoices submitted to the Authority must:

1.1.1 clearly state the word ‘invoice’ and contain the following information:

- i) a unique identification number (invoice number);
- ii) the Supplier’s name, address and contact information;
- iii) the name and address of the department/agency in the Authority with



- which the Supplier is working;
- iv) a clear description of the services, works or goods being invoiced for;
 - v) the date the goods or service were provided;
 - vi) the date of the invoice;
 - vii) the amount being charged;
 - viii) VAT amount if applicable;
 - ix) the total amount owed;
 - x) the Purchase Order number; and
 - xi) the amount of the invoice in sterling or any other currency which is Approved.

1.1.2 if submitted by email meet the following criteria:

- i) email size must not exceed 4mb;
- ii) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and
- iii) any supporting information, backing data etc. must be contained within the invoice PDF file

and

1.1.3 unless Approved:

- i) not contain any lines for items which are not on the Purchase Order;
- ii) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.

1.2 If required by the Authority, the Supplier shall submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

SCHEDULE 3 - CHANGE CONTROL

Change Request Form

(For completion by the Party requesting the Change)

Contract Title:	Party requesting Change:
Name of Supplier:	
Change Request Number:	Proposed Change implementation date:



Full description of requested Change (including proposed changes to wording of the Contract where possible):
Reasons for requested Change:
Effect of requested Change
Assumptions, dependencies, risks and mitigation (if any):
Change Request Form prepared by (name):
Signature:
Date of Change Request:



Contract Change Notice (“CCN”)

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

Contract Title:		Change requested by:	
Name of Supplier:			
Change Number:			
Date on which Change takes effect:			
Contract between:			
The [Secretary of State for Justice]/[The Lord Chancellor] [delete as applicable]			
and			
[insert name of Supplier]			
It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows: [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible]			
Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.			
Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN			
Signed for and on behalf of [the Secretary of State for Justice]/[the Lord Chancellor]		Signed for and on behalf of [insert name of Supplier]	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	



SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause D5 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY



SCHEDULE 5 - SUPPLIER AND THIRD PARTY SOFTWARE

Supplier Software comprises the following:

Software	Supplier (if Affiliate of the Supplier)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

Third Party Software comprises the following:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?



SCHEDULE 6 – INFORMATION ASSURANCE & SECURITY

1. GENERAL

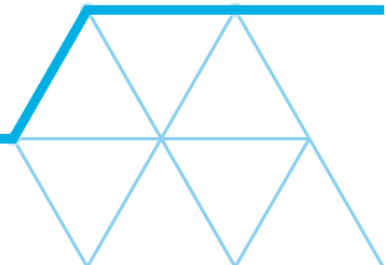
- 1.1 This Schedule 6 sets out the obligations of the Parties in relation to information assurance and security, including those which the Supplier must comply with in delivering the Services under the Contract.
- 1.2 The Parties acknowledge that the purpose of the ISMS and Security Plan is to ensure a robust organisational approach to information assurance and security under which the specific requirements of the Contract will be met.
- 1.3 The Parties shall each appoint and/or identify a board level individual or equivalent who has overall responsibility for information assurance and security, including personnel security and information risk. The individual appointed by the Supplier, who is the Chief Security Officer, Chief Information Officer, Chief Technical Officer or equivalent and is responsible for compliance with the ISMS, is identified as Key Personnel) and the provisions of clause B4 apply in relation to that person.
- 1.4 The Supplier shall act in accordance with Good Industry Practice in the day to day operation of any system which is used for the storage of Information Assets and/or the storage, processing or management of Authority Data and/or that could directly or indirectly affect Information Assets and/or Authority Data.
- 1.5 The Supplier shall ensure that an information security policy is in place in respect of the operation of its organisation and systems, which shall reflect relevant control objectives for the Supplier System, including those specified in the ISO27002 control set or equivalent, unless otherwise agreed by the Authority. The Supplier shall, upon request, provide a copy of this policy to the Authority as soon as reasonably practicable. The Supplier shall maintain and keep such policy updated and provide clear evidence of this as part of its Security Plan.
- 1.6 The Supplier acknowledges that a compromise of Information Assets and/or Authority Data represents an unacceptable risk to the Authority requiring immediate communication and co- operation between the Parties. The Supplier shall provide clear evidence of regular communication with the Authority in relation to information risk as part of its Security Plan.

2. INFORMATION SECURITY MANAGEMENT SYSTEM

- 2.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority a proposed ISMS which:
 - 2.1.1 has been tested; and
 - 2.1.2 complies with the requirements of paragraphs 2.2 and 2.3.
- 2.2 The Supplier shall at all times ensure that the level of security, include cyber security, provided by the ISMS is sufficient to protect the confidentiality, integrity and availability of Information Assets and Authority Data used in the provision of the Services and to provide robust risk management.



- 2.3 The Supplier shall implement, operate and maintain an ISMS which shall:
- 2.3.1 protect all aspects of and processes of Information Assets and Authority Data, including where these are held on the ICT Environment (to the extent that this is under the control of the Supplier);
 - 2.3.2 be aligned to and compliant with the relevant standards in ISO/IEC 27001: 2013 or equivalent and the Certification Requirements in accordance with paragraph 5 unless otherwise Approved;
 - 2.3.3 provide a level of security which ensures that the ISMS and the Supplier System:
 - 2.3.3.1 meet the requirements in the Contract;
 - 2.3.3.2 are in accordance with applicable Law;
 - 2.3.3.3 demonstrate Good Industry Practice, including the Government's 10 Steps to Cyber Security, currently available at:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>;
 - 2.3.3.4 comply with the Security Policy Framework and any other relevant Government security standards;
 - 2.3.3.5 comply with the Baseline Security Requirements;
 - 2.3.3.6 comply with the Authority's policies, including, where applicable, the Authority's Information Assurance Policy in the Information Security Policy Framework or its replacements;
 - 2.3.4 address any issues of incompatibility with the Supplier's organisational security policies;
 - 2.3.5 address any specific security threats of immediate relevance to Information Assets and/or Authority Data;
 - 2.3.6 document:
 - 2.3.6.1 the security incident management processes, including reporting, recording and management of information risk incidents, including those relating to the ICT Environment (to the extent that this is within the control of the Supplier) and the loss of protected Personal Data, and the procedures for reducing and raising awareness of information risk;
 - 2.3.6.2 incident response plans, including the role of nominated security incident response companies; and
 - 2.3.6.3 the vulnerability management policy, including processes for identification of system vulnerabilities and assessment of the potential

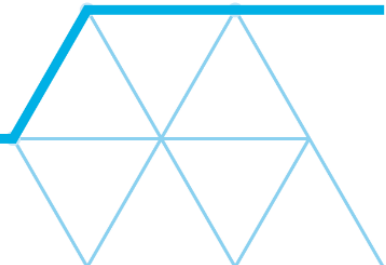


effect on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing and application of security patches and the reporting and audit mechanism detailing the efficacy of the patching policy;

- 2.3.7 include procedures for the secure destruction of Information Assets and Authority Data and any hardware or devices on which such information or data is stored; and
- 2.3.8 be certified by (or by a person with the direct delegated authority of) the Supplier's representative appointed and/or identified in accordance with paragraph 1.3.
- 2.4 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies notified to the Supplier from time to time, the Supplier shall immediately notify the Authority of such inconsistency and the Authority shall, as soon as practicable, notify the Supplier of the provision that takes precedence.
- 2.5 The Supplier shall, upon request from the Authority or any accreditor appointed by the Authority, provide sufficient design documentation detailing the security architecture of its ISMS to support the Authority's and/or accreditor's assurance that it is appropriate, secure and complies with the Authority's requirements.
- 2.6 The Authority shall review the proposed ISMS submitted pursuant to paragraph 2.1 and shall, within 10 Business Days of its receipt notify the Supplier as to whether it has been approved.
- 2.7 If the ISMS is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 2.8 If the ISMS is not Approved, the Supplier shall amend it within 10 Business Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall, within a further 10 Working Days notify the Supplier whether the amended ISMS has been approved. The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).
- 2.9 Approval of the ISMS or any change to it shall not relieve the Supplier of its obligations under this Schedule 6.
- 2.10 The Supplier shall provide to the Authority, upon request, any or all ISMS documents.

3. SECURITY PLAN

- 3.1 The Supplier shall, within 30 Working Days of the Commencement Date, submit to the Authority for approval a Security Plan which complies with paragraph 3.2.
- 3.2 The Supplier shall effectively implement the Security Plan which shall:
 - 3.2.1 comply with the Baseline Security Requirements;



- 3.2.2 identify the organisational roles for those responsible for ensuring the Supplier's compliance with this Schedule 6;
 - 3.2.3 detail the process for managing any security risks from those with access to Information Assets and/or Authority Data, including where these are held in the ICT Environment;
 - 3.2.4 set out the security measures and procedures to be implemented by the Supplier, which are sufficient to ensure compliance with the provisions of this Schedule 6;
 - 3.2.5 set out plans for transition from the information security arrangements in place at the Commencement Date to those incorporated in the ISMS;
 - 3.2.6 set out the scope of the Authority System that is under the control of the Supplier;
 - 3.2.7 be structured in accordance with ISO/IEC 27001: 2013 or equivalent unless otherwise Approved;
 - 3.2.8 be written in plain language which is readily comprehensible to all Staff and to Authority personnel engaged in the Services and reference only those documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule 6; and
 - 3.2.9 comply with the Security Policy Framework and any other relevant Government security standards.
- 3.3 The Authority shall review the Security Plan submitted pursuant to paragraph 3.1 and notify the Supplier, within 10 Business Days of receipt, whether it has been approved.
- 3.4 If the Security Plan is Approved, it shall be adopted by the Supplier immediately and thereafter operated and maintained throughout the Term in accordance with this Schedule 6.
- 3.5 If the Security Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Authority shall notify the Supplier within a further 10 Business Days whether it has been approved.
- 3.6 The Parties shall use reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 30 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter shall be resolved in accordance with clause I1 (Dispute Resolution).
- 3.7 Approval by the Authority of the Security Plan pursuant to paragraph 3.3 or of any change to the Security Plan shall not relieve the Supplier of its obligations under this Schedule 6.



4. REVISION OF THE ISMS AND SECURITY PLAN

- 4.1 The ISMS and Security Plan shall be reviewed in full and tested by the Supplier at least annually throughout the Term (or more often where there is a significant change to the Supplier System or associated processes or where an actual or potential Breach of Security or weakness is identified) to consider and take account of:
- 4.1.1 any issues in implementing the Security Policy Framework and/or managing information risk;
 - 4.1.2 emerging changes in Good Industry Practice;
 - 4.1.3 any proposed or actual change to the ICT Environment and/or associated processes;
 - 4.1.4 any new perceived, potential or actual security risks or vulnerabilities;
 - 4.1.5 any ISO27001: 2013 audit report or equivalent produced in connection with the Certification Requirements which indicates concerns; and
 - 4.1.6 any reasonable change in security requirements requested by the Authority.
- 4.2 The Supplier shall give the Authority the results of such reviews as soon as reasonably practicable after their completion, which shall include without limitation:
- 4.2.1 suggested improvements to the effectiveness of the ISMS, including controls;
 - 4.2.2 updates to risk assessments; and
 - 4.2.3 proposed modifications to respond to events that may affect the ISMS, including the security incident management processes, incident response plans and general procedures and controls that affect information security.
- 4.3 Following the review in accordance with paragraphs 4.1 and 4.2 or at the Authority's request, the Supplier shall give the Authority at no additional cost a draft updated ISMS and/or Security Plan which includes any changes the Supplier proposes to make to the ISMS or Security Plan. The updated ISMS and/or Security Plan shall, unless otherwise agreed by the Authority, be subject to clause F4 (Change) and shall not be implemented until Approved.
- 4.4 If the Authority requires any updated ISMS and/or Security Plan to be implemented within shorter timescales than those set out in clause F4, the Parties shall thereafter follow clause F4 for the purposes of formalising and documenting the relevant change for the purposes of the Contract.

5. CERTIFICATION REQUIREMENTS

- 5.1 The Supplier shall ensure that any systems, including the ICT Environment, on which Information Assets and Authority Data are stored and/or processed are certified as compliant with:



5.1.1 ISO/IEC 27001:2013 or equivalent by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC27001:2013 or equivalent unless otherwise Approved; and

5.1.2 the Government's Cyber Essentials Scheme at the BASIC level unless otherwise agreed with the Authority

and shall provide the Authority with evidence:

5.1.3 of certification before the Supplier accessed the ICT Environment and receives, stores, processes or manages any Authority Data; and

5.1.4 that such certification remains valid and is kept up to date while the Supplier(as applicable) continues to access the ICT Environment and receives, stores, processes or manages any Authority Data during the Term.

5.2 The Supplier shall ensure that it:

5.2.1 carries out any secure destruction of Information Assets and/or Authority Data at Supplier sites which are included within the scope of an existing certificate of compliance with ISO/IEC 27001:2013 or equivalent unless otherwise Approved; and

5.2.2 is certified as compliant with the CESG Assured Service (CAS) Service Requirement Sanitisation Standard or equivalent unless otherwise Approved

and the Supplier shall provide the Authority with evidence of its compliance with the requirements set out in this paragraph 5.2 before the Supplier may carry out the secure destruction of any Information Assets and/or Authority Data.

5.3 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier ceases to be compliant with the certification requirements in paragraph 5.1 and, on request from the Authority, shall:

5.3.1 immediately cease access to and use of Information Assets and/or Authority Data; and

5.3.2 promptly return, destroy and/or erase any Authority Data in accordance with the Baseline Security Requirements and failure to comply with this obligation is a material Default.

6. SECURITY TESTING

6.1 The Supplier shall, at its own cost, carry out relevant Security Tests from the Commencement Date and throughout the Term, which shall include:

6.1.1 a monthly vulnerability scan and assessment of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held;



6.1.2 an annual IT Health Check by an independent CHECK qualified company of the Supplier System and any other system under the control of the Supplier on which Information Assets and/or Authority Data are held and any additional IT Health Checks required by the Authority and/or any accreditor;

6.1.3 an assessment as soon as reasonably practicable following receipt by the Supplier of a critical vulnerability alert from a provider of any software or other component of the Supplier System and/or any other system under the control of the Supplier on which Information Assets and/or Authority Data are held; and

6.1.4 such other tests as are required:

6.1.4.1 by any Vulnerability Correction Plans;

6.1.4.2 by ISO/IEC 27001:2013 certification requirements or equivalent Approved;

6.1.4.3 after any significant architectural changes to the ICT Environment;

6.1.4.4 after a change to the ISMS (including security incident management processes and incident response plans) or the Security Plan; and

6.1.4.5 following a Breach of Security.

6.2 In relation to each IT Health Check, the Supplier shall:

6.2.1 agree with the Authority the aim and scope of the IT Health Check;

6.2.2 promptly, following receipt of each IT Health Check report, give the Authority a copy of the IT Health Check report; and

6.2.3 if the IT Health Check report identifies any vulnerabilities:

6.2.3.1 prepare a Vulnerability Correction Plan for Approval which sets out in respect of each such vulnerability:

6.2.3.1.1 how the vulnerability will be remedied;

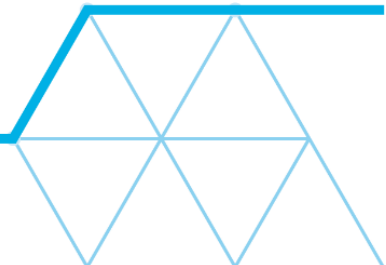
6.2.3.1.2 the date by which the vulnerability will be remedied;

6.2.3.1.3 the tests which the Supplier shall perform or procure to be performed (which may, at the Authority's discretion, include a further IT Health Check) to confirm that the vulnerability has been remedied;

6.2.3.2 comply with the Vulnerability Correction Plan; and

6.2.3.3 conduct such further Security Tests as are required by the Vulnerability Correction Plan.

6.3 Security Tests shall be designed and implemented by the Supplier so as to minimise any adverse effect on the Services and the date, timing, content and conduct of



Security Tests shall be agreed in advance with the Authority.

- 6.4 The Authority may send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Authority with the results of Security Tests (in a form to be Approved) as soon as practicable and in any event within 5 Working Days after completion of each Security Test.
- 6.5 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority and/or its authorised representatives, including any accreditor, may at any time to carry out Security Tests (including penetration tests) as it may deem necessary as part of any accreditation process and/or to verify the Supplier's compliance with the ISMS and the Security Plan:
- 6.5.1 upon giving reasonable notice to the Supplier where reasonably practicable to do so; and
- 6.5.2 without giving notice to the Supplier where, in the Authority's view, the provision of such notice may undermine the Security Tests to be carried out
- and, where applicable, the Authority shall be granted access to the Supplier's premises for the purpose of undertaking the relevant Security Tests.
- 6.6 If the Authority carries out Security Tests in accordance with paragraphs 6.5.1 or 6.5.2, the Authority shall (unless there is any reason to withhold such information) notify the Supplier of the results of the Security Tests as soon as possible and in any event within 5 Working Days after completion of each Security Test.
- 6.7 If any Security Test carried out pursuant to paragraphs 6.1 or 6.4 reveals any:
- 6.7.1 vulnerabilities during any accreditation process, the Supplier shall track and resolve them effectively; and
- 6.7.2 actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Authority of any proposed changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or to the ISMS and/or to the Security Plan (and the implementation thereof) which the Supplier intends to make in order to correct such failure or weakness. Subject to Approval and paragraphs 4.3 and 4.4, the Supplier shall implement such changes to the ICT Environment (to the extent that this is under the control of the Supplier) and/or the ISMS and/or the Security Plan and repeat the relevant Security Tests in accordance with an Approved timetable or, otherwise, as soon as reasonably practicable.
- 6.8 If the Authority unreasonably withholds its approval to the implementation of any changes to the ICT Environment and/or to the ISMS and/or to the Security Plan proposed by the Supplier in accordance with paragraph 6.7, the Supplier is not in breach of the Contract to the extent that it can be shown that such breach:
- 6.8.1 has arisen as a direct result of the Authority unreasonably withholding Approval to the implementation of such proposed changes; and



6.8.2 would have been avoided had the Authority Approved the implementation of such proposed changes.

6.9 If a change to the ISMS or Security Plan is to address any non-compliance with ISO/IEC 27001:2013 requirements or equivalent, the Baseline Security Requirements or any obligations in the Contract, the Supplier shall implement such change at its own cost and expense.

6.10 If any repeat Security Test carried out pursuant to paragraph 6.7 reveals an actual or potential breach of security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default.

6.11 On each anniversary of the Commencement Date, the Supplier shall provide to the Authority a letter from the individual appointed or identified in accordance with paragraph 1.3 confirming that having made due and careful enquiry:

6.11.1 the Supplier has in the previous year carried out all Security Tests in accordance with this Schedule 6 and has complied with all procedures in relation to security matters required under the Contract; and

6.11.2 the Supplier is confident that its security and risk mitigation procedures in relation to Information Assets and Authority Data remain effective.

7. SECURITY AUDITS AND COMPLIANCE

7.1 The Authority and its authorised representatives may carry out security audits as it reasonably considers necessary in order to ensure that the ISMS is compliant with the principles and practices of ISO 27001: 2013 or equivalent (unless otherwise Approved), the requirements of this Schedule 6 and the Baseline Security Requirements.

7.2 If ISO/IEC 27001: 2013 certification or equivalent is provided; the ISMS shall be independently audited in accordance with ISO/IEC 27001: 2013 or equivalent. The Authority and its authorised representatives shall, where applicable, be granted access to the Supplier Sites and Sub-Contractor premises for this purpose.

7.3 If, on the basis of evidence resulting from such audits, it is the Authority's reasonable opinion that ISMS is not compliant with any applicable principles and practices of ISO/IEC 27001: 2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements is not being achieved by the Supplier, the Authority shall notify the Supplier of this and provide a reasonable period of time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) for the Supplier to implement any necessary remedy. If the Supplier does not ensure that the ISMS is compliant within this period of time, the Authority may obtain an independent audit of the ISMS to assess compliance (in whole or in part).

7.4 If, as a result of any such independent audit as described in paragraph 7.3 the Supplier is found to be non-compliant with any applicable principles and practices of ISO/IEC 27001:2013 or equivalent, the requirements of this Schedule 6 and/or the Baseline Security Requirements the Supplier shall, at its own cost, undertake those



actions that are required in order to ensure that the ISMS is complaint and shall reimburse the Authority in full in respect of the costs obtaining such an audit.

8. SECURITY RISKS AND BREACHES

8.1 The Supplier shall use its reasonable endeavours to prevent any Breach of Security for any reason, including as a result of malicious, accidental or inadvertent behaviour.

8.2 If either Party becomes aware of a Breach of Security or an attempted Breach of Security it shall act in accordance with the agreed security incident management processes and incident response plans as set out in the ISMS.

8.3 Without prejudice to the security incident management processes and incident response plans set out in the ISMS, upon becoming aware of any Breach of Security or attempted Breach of Security, the Supplier shall:

8.3.1 immediately notify the Authority and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) that are necessary to:

8.3.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;

8.3.1.2 remedy any Breach of Security to the extent that is possible and protect the integrity of the ICT Environment (to the extent that this is within its control) and ISMS against any such Breach of Security or attempted Breach of Security;

8.3.1.3 mitigate against a Breach of Security or attempted Breach of Security; and

8.3.1.4 prevent a further Breach of Security or attempted Breach of Security in the future resulting from the same root cause failure;

8.3.2 provide to the Authority and/or the Computer Emergency Response Team for UK Government (“GovCertUK”) or equivalent any data that is requested relating to the Breach of Security or attempted Breach of Security within 2 Working Days of such request; and

8.3.3 as soon as reasonably practicable and, in any event, within 2 Working Days following the Breach of Security or attempted Breach of Security, provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis if required by the Authority and the Supplier recognises that the Authority may report significant actual or potential losses of Personal Data to the Information Commissioner or equivalent and to the Cabinet Office.

8.4 If any action is taken by the Supplier in response to a Breach of Security or attempted Breach of Security which occurred as a result of non-compliance of the ISMS with any ISO/IEC 27001: 2013 requirements or equivalent (as applicable), the Baseline Security Requirements and/or the requirements of this Schedule 6, any such action and change to the ISMS and/or Security Plan as a result shall be implemented at the

Supplier's cost.

IT Environment

- 8.5 The Supplier shall ensure that the Supplier System:
- 8.5.1 functions in accordance with Good Industry Practice for protecting external connections to the internet;
 - 8.5.2 functions in accordance with Good Industry Practice for protection from malicious code;
 - 8.5.3 provides controls to securely manage (store and propagate) all cryptographic keys to prevent malicious entities and services gaining access to them, in line with the Authority's Cryptographic Policy as made available to the Supplier from time to time;
 - 8.5.4 is patched (and all of its components are patched) in line with Good Industry Practice, any Authority patching policy currently in effect and notified to the Supplier and any Supplier patch policy that is agreed with the Authority; and
 - 8.5.5 uses the latest versions of anti-virus definitions, firmware and software available from industry accepted anti-virus software vendors.
- 8.6 Notwithstanding paragraph 8.5, if a Breach of Security is detected in the ICT Environment, the Parties shall co-operate to reduce the effect of the Breach of Security and, if the Breach of Security causes loss of operational efficiency or loss or corruption of Information Assets and/or Authority Data, assist each other to mitigate any losses and to recover and restore such Information Assets and Authority Data.
- 8.7 All costs arising out of the actions taken by the Parties in compliance with paragraphs 8.2, 8.3 and 8.6 shall be borne by:
- 8.7.1 the Supplier if the Breach of Security originates from the defeat of the Supplier's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Supplier or its Sub-Contractor; or
 - 8.7.2 the Authority if the Breach of Security originates from the defeat of the Authority's security controls or Information Assets and/or Authority Data is lost or corrupted whilst under the control of the Authority
- and each Party shall bear its own costs in all other cases.

9. VULNERABILITIES AND CORRECTIVE ACTION

- 9.1 The Parties acknowledge that from time to time vulnerabilities in the ICT Environment and ISMS will be discovered which, unless mitigated, will present an unacceptable risk to Information Assets and/or Authority Data.
- 9.2 The severity of any vulnerabilities shall be categorised by the Supplier as 'Critical',



'Important' and *'Other'* according to the agreed method in the ISMS and using any appropriate vulnerability scoring systems.

- 9.3 The Supplier shall procure the application of security patches to vulnerabilities categorised as *'Critical'* within 7 days of public release, vulnerabilities categorised as *'Important'* within 30 days of public release and vulnerabilities categorised as *'Other'* within 60 days of public release, except where:

9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of the Services being provided, including where it resides in a software component which is not being used, provided that, where those vulnerabilities become exploitable, they are remedied by the Supplier within the timescales in paragraph 9.3;

9.3.2 the application of a security patch in respect of a vulnerability categorised as *'Critical'* or *'Important'* adversely affects the Supplier's ability to deliver the Services, in which case the Supplier shall be granted an extension to the timescales in paragraph 9.3 of 5 days, provided that the Supplier continues to follow any security patch test plan agreed with the Authority; or

9.3.3 the Authority agrees a different timescale after consultation with the Supplier in accordance with the processes defined in the ISMS.

- 9.4 The ISMS and the Security Plan shall include provision for the Supplier to upgrade software throughout the Term within 6 months of the release of the latest version unless:

9.4.1 upgrading such software reduces the level of mitigation for known threats, vulnerabilities or exploitation techniques, provided always that such software is upgraded by the Supplier within 12 months of release of the latest version; or

9.4.2 otherwise agreed with the Authority in writing.

- 9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information provided by GovCertUK, or any other competent central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that this is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure that it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment (to the extent that this is within the control of the Supplier) by actively monitoring the threat landscape during the Term;

9.5.4 pro-actively scan the ICT Environment (to the extent that this is within the control of the Supplier) for vulnerable components and address discovered

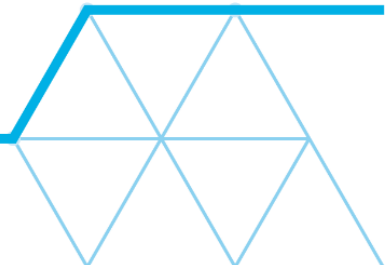


vulnerabilities through the processes described in the ISMS;

- 9.5.5 from the Commencement Date and within 5 Working Days of the end of each subsequent month during the Term provide a report to the Authority detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that this is within the control of the Supplier) and any elapsed time between the public release date of patches and either the time of application or, for outstanding vulnerabilities, the time of issue of such report;
 - 9.5.6 propose interim mitigation measures in respect of any vulnerabilities in the ICT Environment (to the extent this is within the control of the Supplier) known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are no longer needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment to the extent this is within the control of the Supplier); and
 - 9.5.8 inform the Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the IT Environment (to the extent this is within the control of the Supplier) and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate any vulnerability within the timescales in paragraph 9.3, the Supplier shall notify the Authority immediately.
 - 9.7 Any failure by the Supplier to comply with paragraph 9.3 shall constitute a material Default.

10. SUB-CONTRACTS

- 10.1 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who have access to Information Assets and/or Authority Data contain equivalent provisions in relation to information assurance and security that are no less onerous than those imposed on the Supplier under the Contract.



ANNEX 1 – BASELINE SECURITY REQUIREMENTS

1 Security Classifications and Controls

- 1.1 The Supplier shall, unless otherwise Approved in accordance with paragraph 6.2 of this Annexe 1, only have access to and handle Information Assets and Authority Data that are classified under the Government Security Classifications Scheme as OFFICIAL.
- 1.2 There may be a specific requirement for the Supplier in some instances on a limited 'need to know basis' to have access to and handle Information Assets and Authority Data that are classified as 'OFFICIAL-SENSITIVE.'
- 1.3 The Supplier shall apply the minimum security controls required for OFFICIAL information and OFFICIAL-SENSITIVE information as described in Cabinet Office guidance, currently at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1166145/Government_Security_Classifications_Policy_June_2023.pdf
- 1.4 The Supplier shall be able to demonstrate to the Authority and any accreditor that it has taken into account the "Technical Controls Summary" for OFFICIAL (in the above guidance) in designing and implementing the security controls in the Supplier System, which shall be subject to assurance and accreditation to Government standards.
- 1.5 Additional controls may be required by the Authority and any accreditor where there are aspects of data aggregation.

2 End User Devices

- 2.1 Authority Data shall, wherever possible, be held and accessed on paper or in the ICT Environment on secure premises and not on removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) without Approval. If Approval is sought to hold and access data by other means, the Supplier shall consider the second-best option and third best option below and record the reasons why a particular approach should be adopted when seeking Approval:
 - 2.1.1 second best option means: secure remote access so that data can be viewed or amended over the internet without being permanently stored on the remote device, using products meeting the FIPS 140-3 standard or equivalent, unless Approved;
 - 2.1.2 third best option means: secure transfer of Authority Data to a remote device at a secure site on which it will be permanently stored, in which case the Authority Data and any links to it shall be protected at least to the FIPS 140-3 standard or equivalent, unless otherwise Approved, and noting that protectively marked Authority Data must not be stored on privately owned devices unless they are protected in this way.
- 2.2 The right to transfer Authority Data to a remote device should be carefully considered



and strictly limited to ensure that it is only provided where absolutely necessary and shall be subject to monitoring by the Supplier and Authority.

- 2.3 Unless otherwise Approved, when Authority Data resides on a mobile, removable or physically uncontrolled device, it shall be:
- 2.3.1 the minimum amount that is necessary to achieve the intended purpose and should be anonymised if possible;
 - 2.3.2 stored in an encrypted form meeting the FIPS 140-3 standard or equivalent and using a product or system component which has been formally assured through a recognised certification process of CESG to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“**CPA**”) or equivalent, unless otherwise Approved;
 - 2.3.3 protected by an authentication mechanism, such as a password; and
 - 2.3.4 have up to date software patches, anti-virus software and other applicable security controls to meet the requirements of this Schedule 6.
- 2.4 Devices used to access or manage Authority Data shall be under the management authority of the Supplier and have a minimum set of security policy configurations enforced. Unless otherwise Approved, all Supplier devices shall satisfy the security requirements set out in the CESG End User Devices Platform Security Guidance (“**CESG Guidance**”) (<https://www.ncsc.gov.uk/guidance/end-user-device-security>) or equivalent.
- 2.5 Where the CESG Guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable. If the Supplier wishes to deviate from the CESG Guidance, this should be agreed in writing with the Authority on a case by case basis.

3 **Data Storage, Processing, Management, Transfer and Destruction**

- 3.1 The Parties recognise the need for Authority Data to be safeguarded and for compliance with the Data Protection Legislation. To that end, the Supplier shall inform the Authority the location within the United Kingdom where Authority Data is stored, processed and managed. The import and export of Authority Data from the Supplier System must be strictly controlled and recorded.
- 3.2 The Supplier shall inform the Authority of any changes to the location within the United Kingdom where Authority Data is stored, processed and managed and shall not transmit, store, process or manage Authority Data outside of the United Kingdom without Approval which shall not be unreasonably withheld or delayed provided that the transmission, storage, processing and management of Authority Data offshore is within:
- 3.2.1 the EEA; or
 - 3.2.2 another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the



international commitments it has entered into which have been defined as adequate by the European commission.

- 3.3 The Supplier System shall support the requirement of the Authority to comply with Government policy and Cabinet Office guidance on Offshoring

by assessing, as required, any additional security risks associated with the storage, processing and/or transmission of any data and/or information offshore, including by an offshore Supplier (which may include the use of 'landed resources'), taking account of European Union requirements to confirm the 'adequacy' of protection of Personal Data in the countries where storage, processing and/or transmission occurs. No element of the Supplier System may be off-shored without Approval.

- 3.4 The Supplier shall ensure that the Supplier System provides internal processing controls between security domains to prevent the unauthorised high domain exporting of Authority Data to the low domain if there is a requirement to pass data between different security domains.

- 3.5 The Supplier shall ensure that any electronic transfer of Authority Data:

3.5.1 protects the confidentiality of the Authority during transfer through encryption suitable for the impact level of the data;

3.5.2 maintains the integrity of the Authority Data during both transfer and loading into the receiving system through suitable technical controls for the impact level of the data; and

3.5.3 prevents the repudiation of receipt through accounting and auditing.

- 3.6 The Supplier shall:

3.6.1 protect Authority Data, including Personal Data, whose release or loss could cause harm or distress to individuals and ensure that this is handled as if it were confidential while it is stored and/or processed;

3.6.2 ensure that any OFFICIAL-SENSITIVE information, including Personal Data is encrypted in transit and when at rest when stored away from the Supplier's controlled environment;

3.6.3 on demand, provide the Authority with all Authority Data in an agreed open format;

3.6.4 have documented processes to guarantee availability of Authority Data if it ceases to trade;

3.6.5 securely destroy all media that has held Authority Data at the end of life of that media in accordance with any requirements in the Contract and, in the absence of any such requirements, in accordance with Good Industry Practice;

3.6.6 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority;



3.6.7 ensure that all material used for storage of Confidential Information is subject to controlled disposal and the Supplier shall:

3.6.7.1 destroy paper records containing Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and

3.6.7.2 dispose of electronic media that was used for the processing or storage of Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.

4 Networking

- 4.1 Any Authority Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of Public Sector Network (“**PSN**”) compliant encrypted networking services or equivalent unless none are available in which case the Supplier shall agree the solution with the Authority.
- 4.2 The Supplier shall ensure that the configuration and use of all networking equipment in relation to the provision of the Services, including equipment that is located in secure physical locations, shall be at least compliant with Good Industry Practice.
- 4.3 The Supplier shall ensure that the ICT Environment (to the extent this is within the control of the Supplier) contains controls to maintain separation between the PSN and internet connections if used.

5 Security Architectures

- 5.1 When designing and configuring the ICT Environment (to the extent that this is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or those with a CESG Certified Professional certification or equivalent for all bespoke or complex components.
- 5.2 The Supplier shall provide to the Authority and any accreditor sufficient design documentation detailing the security architecture of the ICT Environment and data transfer mechanism to support the Authority’s and any accreditor’s assurance that this is appropriate, secure and compliant with the Authority’s requirements.
- 5.3 The Supplier shall apply the ‘*principle of least privilege*’ (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of the ICT Environment used for the storage, processing and management of Authority Data. Users should only be granted the minimum necessary permissions to access Information Assets and Authority Data and must be automatically logged out of the Supplier System if an account or session is inactive for more than 15 minutes.



6 Digital Continuity

The Supplier shall ensure that each Information Asset is held in an appropriate format that is capable of being updated from time to time to enable the Information Asset to be retrieved, accessed, used and transferred to the Authority, including in accordance with any information handling procedures set out in the Information Security Policy Framework or its replacements.

7 Personnel Vetting and Security

- 7.1 All Staff shall be subject to pre-employment checks that include, as a minimum, their employment history for at least the last 3 years, identity, unspent criminal convictions and right to work (including nationality and immigration status) and shall be vetted in accordance with:

7.1.1 the BPSS or BS7858 or equivalent; and

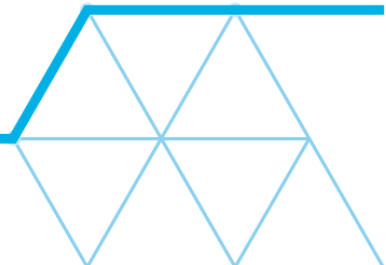
7.1.2 HMPPS Information Security Policy Framework

7.1.3 Information Security Policy Framework (publishing.service.gov.uk)

7.1.4 32 HMPPS Security Vetting Probation Instructions

Available here: Probation instructions (PIs) - GOV.UK (www.gov.uk)

- 7.2 If the Authority agrees that it is necessary for any Staff to have logical or physical access to Information Assets and/or Authority Data classified at a higher level than OFFICIAL (such as that requiring 'SC' clearance), the Supplier shall obtain the specific Government clearances that are required for access to such Information Assets and/or Authority Data.
- 7.3 The Supplier shall prevent Staff who are unable to obtain the required security clearances from accessing Information Assets and/or Authority Data and/or the ICT Environment used to store, process and/or manage such Information Assets or Authority Data.
- 7.4 The Supplier shall procure that all Staff comply with the Security Policy Framework and principles, obligations and policy priorities stated therein, including requirements to manage and report all security risks in relation to the provision of the Services.
- 7.5 The Supplier shall ensure that Staff who can access Information Assets and/or Authority Data and/or the ICT Environment are aware of their responsibilities when handling such information and data and undergo regular training on secure information management principles. Unless otherwise Approved, this training must be undertaken annually.
- 7.6 If the Supplier grants Staff access to Information Assets and/or Authority Data, those individuals shall be granted only such levels of access and permissions that are necessary for them to carry out their duties. Once Staff no longer require such levels of access or permissions or leave the organisation, their access rights shall be changed or revoked (as applicable) within one Working Day.



8 Identity, Authentication and Access Control

- 8.1 The Supplier shall operate a robust role-based access control regime, including network controls, to ensure all users and administrators of and those maintaining the ICT Environment are uniquely identified and authenticated when accessing or administering the ICT Environment to prevent unauthorised users from gaining access to Information Assets and/or Authority Data. Applying the '*principle of least privilege*', users and administrators and those responsible for maintenance shall be allowed access only to those parts of the ICT Environment they require. The Supplier shall retain an audit record of accesses and users and disclose this to the Authority upon request.
- 8.2 The Supplier shall ensure that Staff who use the Authority System actively confirm annually their acceptance of the Authority's acceptable use policy.

9 Physical Media

- 9.1 The Supplier shall ensure that all:
- 9.1.1 OFFICIAL information is afforded physical protection from internal, external and environmental threats commensurate with the value to the Authority of that information;
 - 9.1.2 physical components of the Supplier System are kept in secure accommodation which conforms to the Security Policy Framework and CESG standards and guidance or equivalent;
 - 9.1.3 physical media holding OFFICIAL information is handled in accordance with the Security Policy Framework and CESG standards and guidance or equivalent; and
 - 9.1.4 Information Assets and Authority Data held on paper are:
 - 9.1.4.1 kept secure at all times, locked away when not in use on the premises on which they are held and secured and are segregated if the Supplier is co-locating with the Authority; and
 - 9.1.4.2 only transferred by an approved secure form of transfer with confirmation of receipt obtained.

10 Audit and Monitoring

- 10.1 The Supplier shall implement effective monitoring of its information assurance and security obligations in accordance with Government standards and where appropriate, in accordance with CESG Good Practice Guide 13 – Protective Monitoring or equivalent.
- 10.2 The Supplier shall collect audit records which relate to security events in the ICT Environment (where this is within the control of the Supplier), including those that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness, such Supplier audit records shall include:



- 10.2.1 logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent it is within the control of the Supplier). To the extent, the design of the ICT Environment allows, such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers;
 - 10.2.2 regular reports and alerts giving details of access by users of the ICT Environment (to the extent that it is within the control of the Supplier) to enable the identification of changing access trends any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data; and
 - 10.2.3 security events generated in the ICT Environment (to the extent it is within the control of the Supplier) including account logon and logoff events, start and end of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 10.3 The Parties shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
 - 10.4 The Supplier shall retain audit records collected in compliance with paragraph 10.1 for at least 6 months.



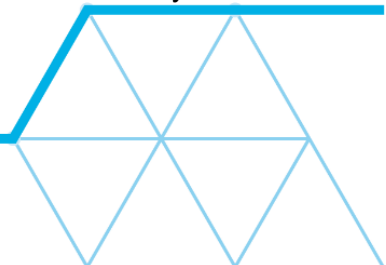
SCHEDULE 7 - PRISONS

ACCESS TO PRISONS

- 1 If Staff are required to have a pass for admission to an Authority Premises which is a prison, (a “**Prison**”) the Authority shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of the Staff who cannot produce a proper pass when required to do so by any member of the Authority’s personnel, or who contravenes any conditions on the basis of which a pass was issued, may be refused admission to a Prison or be required to leave a Prison if already there.
- 2 Staff shall promptly return any pass if at any time the Authority so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services. The Supplier shall promptly return all passes on expiry or termination of the Contract.
- 3 Staff attending a Prison may be subject to search at any time. Strip searches shall be carried out only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel. The Supplier is referred to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 4 Searches shall be conducted only on the specific authority of the Authority under the same rules and conditions applying to the Authority’s personnel and/or visitors. The Supplier is referred to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and PSI 07/2016.

SECURITY

- 5 Whilst at Prisons Staff shall comply with all security measures implemented by the Authority in respect of staff and other persons attending Prisons. The Authority shall provide copies of its written security procedures to Staff on request. The Supplier and all Staff are prohibited from taking any photographs at Prisons unless they have Approval and the Authority’s representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without Approval.
- 6 The Authority may search vehicles used by the Supplier or Staff at Prisons.
- 7 The Supplier and Staff shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible for security matters on the Authority’s behalf, and when required by the Authority shall:
 - 7.1 take all reasonable measures to make available for interview by the Authority any members of Staff identified by the Authority, or by a person who is responsible for security matters, for the purposes of the investigation. Staff may



be accompanied by and be advised or represented by another person whose attendance at the interview is acceptable to the Authority; and

7.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by the Authority, or by a person who is responsible for security matters on the Authority's behalf, for the purposes of investigation as long as the provision of that material does not prevent the Supplier from performing the Services. The Authority may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

OFFENCES AND AUTHORISATION

- 8 In providing the Services the Supplier shall comply with PSI 10/2012 (Conveyance and Possession of Prohibited Items and Other Related Offences) and other applicable provisions relating to security as published by the Authority from time to time.
- 9 Nothing in the Contract is deemed to provide any "authorisation" to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.



SCHEDULE 8 – STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 Her Majesty's Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

- 1.2 The Supplier shall, and shall procure that its Sub-Contractors shall:

- (a) comply with its legal obligations, in particular those in Part 1 of this Schedule 8, and meet the standards set out in the Code as a minimum; and
- (b) use reasonable endeavours to comply with the standards in Part 2 of this Schedule 8.

PART 1 Statutory Obligations

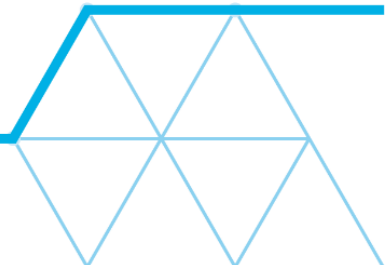
2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

- 3.1 The Supplier shall, and procure that each of its Sub-Contractors shall, comply with:



- (a) the MSA; and
- (b) the Authority's anti-slavery policy as provided to the Supplier from time to time ("**Anti-slavery Policy**").

3.2 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;
- (e) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline; and
- (f) implement a system of training for its employees to ensure compliance with the MSA.

3.3 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the MSA and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Sub-Contractors, nor any other persons associated with it:
 - i) has been convicted of any offence involving slavery and trafficking; or
 - ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

3.4 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to the Contract.



- 3.5 If the Supplier notifies the Authority pursuant to paragraph 3.4 of this Schedule 8, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.
- 3.6 If the Supplier is in Default under paragraphs 3.2 or 3.3 of this Schedule 8 the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.

4 **Income Security**

- 4.1 The Supplier shall:
- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
 - (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
 - (c) not make deductions from pay:

and

- (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract;
 - (iii) without express permission of the person concerned
- (d) record all disciplinary measures taken against Staff.

5 **Working Hours**

- 5.1 The Supplier shall ensure that:
- (a) the working hours of Staff comply with the Law, and any collective agreements;
 - (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
 - (c) overtime is used responsibly, considering:
 - (i) the extent;



- (ii) frequency; and
- (iii) hours worked;
- (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);
- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6 **Right to Work**

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 **Health and Safety**

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

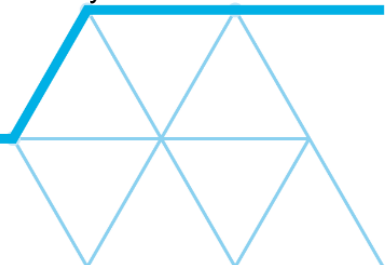


8. **Welsh Language Requirements**

- 8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

9 **Fraud and Bribery**

- 9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the 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.
- 9.2 The Supplier shall not during the Term:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the Authority or any of its 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.
- 9.3 The Supplier shall, during the Term:
- (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) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
 - (c) keep appropriate records of its compliance with its obligations under paragraph 9.3 (a) and 9.3 (b) and make such records available to the Authority on request; and
 - (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017
- 9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the



Staff 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 the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10 Zero Hours Contracts

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero hours arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other rights they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and



- (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11 **Sustainability**

11.1 The Supplier shall:

- (a) comply with the applicable Government Buying Standards;
- (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Services;
- (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities or shall follow a sound environmental management policy, ensuring that the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard; and
- (b) perform its obligations under the Contract in a way that:
 - (i) supports the Authority's achievement of the Greening Government Commitments;
 - (ii) conserves energy, water, wood, paper and other resources;
 - (iii) reduces waste and avoids the use of ozone depleting substances; and
 - (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.



SCHEDULE 9 – DATA PROCESSING

1. GENERAL

- 1.1 The Parties acknowledge that for the purpose of the Contract, the Authority and each Related Third Party may be a Controller for the purpose of the Data Protection Legislation and the Originating Controller (as defined in paragraph 2.3), as applicable in relation to the Personal Data being Processed. For the purpose of the Contract the Authority is appointed to act for and on behalf of itself and the Related Third Parties to provide instructions and to manage the relationship with the Supplier in relation to the provision of the Services and in doing so the Processing of Personal Data. Without prejudice to any other term of the Contract, the Related Third Party(s) shall, to the extent applicable, take the benefit of this Schedule 9 and the Supplier acknowledges and agrees that it shall comply with its obligations set out in this Schedule for the benefit of the Authority and each Related Third Party. In respect of any obligation(s) which are required to be performed by the Authority, the Authority shall ensure that the Authority or as applicable the Related Third Party performs such obligation(s). For the avoidance of doubt any Losses suffered or incurred by a Related Third Party due to a breach of this Schedule shall be considered direct Losses of the Authority and the Authority shall be able to recover the same under and in accordance with the terms of the Contract.
- 1.2 Each of the Parties including the personnel of each Party (personnel shall include directors, officers, employees, servants, agents, consultants, suppliers, sub-contractors and sub-processors) will comply with all applicable requirements of the Data Protection Legislation and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of Data Protection Legislation. This paragraph 1.2 is in addition to and does not relieve, remove or replace a Party's obligations under the Data Protection Legislation.
- 1.3 The Parties shall each Process Personal Data. The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Legislation. The Parties agree that they shall be:
- (a) Joint Controllers (Processing the same Personal Data as the other Party (or the Related Third Party) and determining together with the other Party (or the Related Third Party) the means and manner of such Processing);
 - (b) Controllers (Processing the same, or a common set of Personal Data as the other Party (or the Related Third Party), but determining itself the means and manner of such Processing);
 - (c) Controllers (acting independently of the other Party (or the Related Third Parties), by way of Processing the Personal Data obtained in the course of



the Contract for its own purpose, and determining itself the means and manner of such Processing); and/or

- (d) in some circumstances the Supplier shall act as Processor for and on behalf of the Authority.

The roles of each Party in relation to the Personal Data being Processed under and in accordance with the Contract shall be as set out in the data maps contained in Annex 1 to this Schedule 9.

- 1.4 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.5 The Parties agree to take account of any data sharing agreement, protocol or Authority policy (including without limitation the Probation Instructions) issued by the Authority or any Related Third Party or Government Department which provides for the Processing and sharing of Personal Data between the Authority, a Related Third Party and each other and the Supplier agrees, where required, the Authority may, at any time on not less than 30 Working Days' notice, amend the Contract to ensure that it complies with any terms of such data sharing agreement, protocol or Authority policy.
- 1.6 Within one (1) month following the Commencement Date, the Supplier shall provide to the Authority details of how it plans to comply with its obligations under this Schedule 9 and its obligations under Data Protection Legislation, including:
 - (a) copies of data sharing agreements and all necessary agreements and arrangements and an update as to the status of such agreements and arrangements;
 - (b) an updated, comprehensive and fully completed copy of the data map contained in Annex 1 to this Schedule 9 in the relevant Contract; and
 - (c) a copy of the privacy notices the Supplier is mandated to provide pursuant to Data Protection Legislation and this Schedule 9,

(the "**Data Protection Roadmap**").

- 1.7 Within twenty (20) Working Days of receipt of the Data Protection Roadmap, the Authority shall either confirm its acceptance of the Data Protection Roadmap, or mandate amendments to the Data Protection Roadmap, to the extent required to ensure compliance with the Data Protection Legislation and this Schedule 9. In mandating such changes to the Data Protection Roadmap, the Authority shall act



reasonably and in good faith.

- 1.8 The Supplier shall maintain the Data Protection Roadmap for the duration of the Contract and shall notify the Authority of any proposed changes to the Data Protection Roadmap within five (5) Working Days of proposing such change, following which the process in paragraph 1.7 shall apply. Regardless of any changes to the Data Protection Roadmap, the Supplier shall be subject to, comply with and give full attention and support to an annual compliance and assurance process, carried out by the Authority. To the extent the Authority is not satisfied with the outcome of such annual compliance and assurance process, the Supplier shall allow for audit by the Authority and/or its designated auditor, in respect of compliance with Data Protection Legislation and this Schedule 9.

2. DATA SHARING OBLIGATIONS

- 2.1 The Parties each acknowledge and agree that they may need to Process Personal Data relating to each Party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; (f) confirm identification and security for systems access and (g) comply with their respective obligations.
- 2.2 Each Party shall Process such Personal Data relating to each Party's representatives for the purposes set out in paragraph 2.1 in accordance with their own privacy policies. The Parties acknowledge that they may be required to share Personal Data with their Affiliates, group companies and other relevant parties, in order to carry out the activities listed in paragraph 2.1, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation. No data by either Party shall be transferred to or shared with a party located in a Restricted Country.
- 2.3 Save in relation to contact Personal Data Processed by the Parties in accordance with paragraph 2.1, where and to the extent the Supplier is acting as a Controller (except as a Joint Controller, in which case paragraph 2.4 shall apply), and Processing Personal Data in its provision of the Services and compliance with its obligations under the Contract the conditions set out in this paragraph 2.3 shall apply. For the purpose of this paragraph 2, the Party from whom the Personal Data originates shall also be referred to as the Originating Controller. Where acting as a Controller or Joint Controller, paragraph 2.5 shall apply in relation to any data sharing or onward transfers.

(a) The Supplier shall:

- (i) only Process the Personal Data for the Permitted Purpose (as defined in Annex 1 to this Schedule 9 of the relevant Contract (the "**Permitted Purpose**"));
- (ii) make due notification to the Information Commissioner's Office (or other



such regulatory authority as required by Data Protection Legislation), including in relation to its use and Processing of the Personal Data and comply at all times with the Data Protection Legislation;

- (iii) ensure that all privacy notices have been given (and/or, as applicable, consents obtained) to the relevant Data Subjects, within one (1) month of obtaining the Personal Data and are in accordance with the requirements of the Data Protection Legislation, Authority policies, and/or any templates, guidance or instructions of the Authority and/or (where applicable) Originating Controller;
- (iv) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2.3. this requirement does not apply where the Supplier employs fewer than 250 staff, unless:
 - (i) the Originating Controller determines that the Processing is not occasional;
 - (ii) the Originating Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (iii) the Originating Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects;
- (v) prepare and/or support the Originating Controller (as applicable) in preparing, any Data Protection Impact Assessment prior to commencing any Processing;
- (vi) ensure that it has in place Protective Measures including in the case of the Supplier the measures set out in Schedule 6 (Information Assurance & Security), which are appropriate to protect against a Data Loss Event, which the Originating Controller may reasonably reject (but failure to reject shall not amount to approval by the Originating Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;

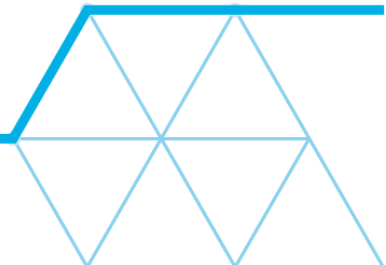


- (iii) state of technological development; and
- (iv) cost of implementing any measures;
- (vii) not transfer Personal Data to a Restricted Country unless the prior written consent of the Originating Controller has been obtained and the following conditions are fulfilled:
 - (i) the Supplier has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Originating Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Originating Controller with respect to the Processing of the Personal Data;
- (viii) subject to paragraph 2.3(a)(ix), the Supplier shall notify the Originating Controller immediately if it:
 - (i) receives a Data Subject Request (or purported Data Subject Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data Processed under the Contract; or
 - (v) receives a request from any third party for disclosure of Personal Data where compliance with such request is



required or purported to be required by Law; or

- (vi) becomes aware of a Data Loss Event;
- (ix) the Originating Controller shall determine and confirm to the Supplier whether it or the Supplier shall be the primary point of contact and responder to the request, complaint or communication received pursuant to paragraph 2.3(a)(viii) and the Parties shall ensure this is reflected within the relevant privacy notices provided to Data Subjects. Where the Originating Controller:
 - (i) designates the Supplier as the primary point of contact, the Supplier shall provide updates and further information to the Originating Controller, including (where directed by the Originating Controller) allowing the Originating Controller to have final oversight and approval of any response, prior to such response being released to the relevant Party;
 - (ii) designates itself as the primary point of contact, the Supplier shall provide all support as necessary within the timescales directed by the Originating Controller, including providing all Personal Data held by the Supplier in respect of the request, complaint or communication received to the Originating Controller as soon as practicable and in any event within five (5) days, or as otherwise agreed by the Parties acting reasonably and in good faith;
- (x) the Supplier's obligation to notify under paragraph 2.3(a)(viii) shall include the provision of further information to the Originating Controller in phases, as details become available. The Supplier shall be the primary point of contact for any communication in respect of the Data Loss Event and: (a) the Supplier shall act quickly to remedy a Data Loss Event and minimise the impact(s) of a Data Loss Event; and (b) the Supplier, the Originating Controller and where relevant the Authority shall work together (acting reasonably and in good faith) to formulate responses, notifications and other communications in respect of the Data Loss Event;
- (xi) take reasonable steps to ensure the reliability of and adequate training of, any personnel who have access to the Personal Data;
- (xii) hold the information contained in the Personal Data confidentially; and



- (xiii) not do anything which shall damage the reputation of its (if applicable) or the Originating Controller's (or the Authority, where the Authority is not the Originating Controller) relationship with the Data Subjects.
 - (b) Where acting as a Controller for the purposes of the Personal Data, the Originating Controller shall:
 - (i) ensure that all privacy notices have been given (and/or, as applicable, consents obtained), and are sufficient in scope to allow the Originating Controller to disclose the Personal Data to the Supplier in accordance with the Data Protection Legislation and for the purposes set out in the Contract; and
 - (ii) ensure that all Personal Data disclosed or transferred to, or accessed by, the Supplier is accurate and up-to-date, as well as adequate, relevant and not excessive to enable the Supplier to Process the Personal Data, for the Permitted Purpose.
 - (c) For the purposes of paragraph 2.3(b)(i), at the discretion and instruction of the Authority and/or Originating Controller, the Supplier shall support the Originating Controller and/or provide on the Originating Controller's behalf, all fair processing notices to the relevant Data Subjects (and/or as applicable, obtain the necessary consents of such Data Subjects), within a reasonable time frame to be determined and provided by the Authority and/or Originating Controller.
 - (d) Each Party warrants, represents and undertakes that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring the relevant Personal Data (as applicable) to the other Party in accordance with the terms of the Contract.
- 2.4 Where and to the extent the Supplier is acting as a Joint Controller with another party (being the Authority and/or a Related Third Party) the conditions set out in this paragraph 2.4 shall apply.
- (a) Each Party shall:
 - (i) collaboratively ensure that all privacy notices have been given (and/or, as applicable, consents obtained), and are sufficient in scope to allow the envisaged Processing in accordance with the Data Protection Legislation and for the purposes set out in the Contract. For the purposes of this paragraph 2.4(a)(i) the Authority and/or Related Third Party shall have the final approval and oversight as to whether it or the Supplier is to provide any relevant



privacy notice and/or as applicable, obtain necessary consents, on behalf of both Parties;

- (ii) make due notification to the Information Commissioner's Office (or other such regulatory authority as required by Data Protection Legislation), including in relation to its use and Processing of the Personal Data and comply at all times with the Data Protection Legislation;
- (iii) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2.4. This requirement does not apply where the Party employs fewer than 250 staff, unless:
 - (i) any of the Parties determine that the Processing is not occasional;
 - (ii) any of the Parties determine the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (iii) any of the Parties determine that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects;
- (iv) work together (acting reasonably and in good faith) in the preparation of any Data Protection Impact Assessment prior to commencing any Processing;
- (v) where the Personal Data has been transmitted by it, or is in its possession or control, ensure that it has in place Protective Measures including in the case of the Supplier the measures set out in Schedule 6 (Information Assurance & Security), which are appropriate to protect against a Data Loss Event, having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;



- (vi) not transfer Personal Data to a Restricted Country unless the prior written consent of the Originating Controller has been obtained and the following conditions are fulfilled:
 - (i) the Supplier has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Originating Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Originating Controller with respect to the Processing of the Personal Data;
 - (vii) subject to paragraph 2.4(b) notify the other promptly (and in any event within twenty four (24) hours) if it:
 - (i) receives a Data Subject Request (or purported Data Subject Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data Processed under the Contract; or receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.
- (b) Each Party's obligation to notify under paragraph (a)(vii) shall include the provision of further information in phases, as details become available. The Authority and/or Related Third Party shall determine and confirm to the



Supplier whether it or the Supplier shall be the primary point of contact and responder to the request, complaint or communication received pursuant to paragraph (a)(vii) and the Parties shall ensure this is reflected within the relevant privacy notices provided to Data Subjects. Where the Authority and/or Related Third Party:

- (i) designates the Supplier as the primary point of contact, the Supplier shall provide updates and further information to the Authority and/or Related Third Party, including (where directed by the Authority and/ or Related Third Party) allowing the Authority and/or Related Third Party to have final oversight and approval of any response, prior to such response being released to the relevant Party;
- (ii) designates itself as the primary point of contact, the Supplier shall provide all support as necessary within the timescales directed by the Authority and/or Related Third Party, including providing all Personal Data held by the Supplier in respect of the request, complaint or communication received to the Authority and/or Related Third Party as soon as practicable and in any event within five (5) days, or as otherwise agreed by the Parties acting reasonably and in good faith.

Data Sharing or Onward Transfers of Personal Data

2.5 Where acting as a Controller or Joint Controller, before further sharing the Personal Data with:

- (a) a Sub-Contractor, Processor or any Sub-processor, the Supplier must (and shall ensure any Sub-Contractor must) comply with the obligations set out in clause F3 of the Contract;
- (b) a third party who shall process such Personal Data as a Controller, where the Personal Data is being shared to enable the provision of Services to the Service User, the Supplier must (and shall ensure any Sub-Contractor and Sub-Processor must):
 - (i) comply with the HMPPS Information Sharing Policy;
 - (ii) ensure that it has the legal right to share such Personal Data in accordance with the Data Protection Legislation;
 - (iii) ensure that it maintains records of the Authority Data they manage



and maintain and evidence of compliance with paragraph (b)(i).

3. PROCESSOR OBLIGATIONS

For the purposes of this paragraph 3, a reference to the "Controller" shall be a reference to the Authority or the Related Third Party as the context dictates.

- 3.1 Where and to the extent the Supplier is acting as a Processor, the conditions set out in this paragraph 3 shall apply.
- 3.2 The only Processing that the Processor is authorised to do is listed in Annex 1 of this Schedule 9 by the Controller and may not be determined by the Processor.
- 3.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 3.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 3.5 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract shall:
 - (a) Process that Personal Data only in accordance Annex 1 of this Schedule 9 unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures including in the case of the Supplier the measures set out in Schedule 6 (Information Assurance & Security) which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:



- (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
- (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 of this Schedule 9);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this paragraph 3;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (iii) not transfer Personal Data to a Restricted Country unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with the Data Protection Legislation) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;



- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations);
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (v) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- (d) Subject to paragraph 3.5(e), the Processor shall notify the Controller immediately if it:
 - (i) receives a Data Subject Request (or purported Data Subject Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the Data Protection Legislation) in connection with Personal Data Processed under the Contract;
 - (v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (vi) becomes aware of a Data Loss Event.
- (e) The Processor's obligation to notify under paragraph 3.5(d) shall include the provision of further information to the Controller in phases, as details become available. The Controller shall either, at its sole election: (a) assume full control of the responses to the events set out in paragraph 3.5(d); or (b) direct the Processor in its response, save where the Processor is required to act quickly and solely within its internal business to minimise the impact(s) of a Data Loss Event.



- (f) Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 3.5(d) (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (i) the Controller with full details and copies of the complaint, communication or request;
 - (ii) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (iii) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (iv) assistance as requested by the Controller following any Data Loss Event; and
 - (v) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- (g) The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph 3. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (i) the Controller determines that the Processing is not occasional;
 - (ii) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (iii) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (h) The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor.
- (i) Each Party shall designate its own data protection officer if required by the Data Protection Legislation.



- (j) Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
 - (i) notify the Controller in writing of the intended Sub-processor and Processing;
 - (ii) obtain the written consent of the Controller;
 - (iii) enter into a written contract with the Sub-processor which give effect to the terms set out in this paragraph 3 such that they apply to the Sub-processor; and
 - (iv) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- (k) The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- (l) The Controller may, at any time on not less than 30 Working Days' notice, revise this paragraph 3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (designated as such pursuant to Data Protection Legislation) (which shall apply when incorporated by attachment to the relevant Contract).
- (m) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- (n) The Parties agree to take account of any data processing agreement or protocol issued by the Authority or any Related Third Party or Government Department which provides for the Processing of Personal Data between the Authority and/or a Related Third Party and the Supplier agrees, where required, the Authority may, at any time on not less than 30 Working Days' notice, amend the Contract to ensure that it complies with any terms of such data processing agreement or protocol.

4. DATA PROCESSED FOR LAW ENFORCEMENT PURPOSES

- 4.1 In relation to Personal Data Processed for Law Enforcement Purposes, the Supplier shall:
 - (a) maintain logs for its Processing operations in respect of:



- (i) collection;
 - (ii) alteration;
 - (iii) consultation;
 - (iv) disclosure (including transfers);
 - (v) combination; and
 - (vi) erasure,
- (together the "**Logs**");
- (b) ensure that:
- (i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
 - (ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
 - (iii) the Logs are made available to the Information Commissioner's Office on request;
- (c) use the Logs only to:
- (i) verify the lawfulness of Processing;
 - (ii) assist with self-monitoring by the Authority and/or Related Third Party or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
 - (iii) ensure the integrity of Personal Data; and
 - (iv) assist with criminal proceedings;
- (d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and
- (e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:



- (i) persons suspected of having committed or being about to commit a criminal offence;
- (ii) persons convicted of a criminal offence;
- (iii) persons who are or maybe victims of a criminal offence; and
- (iv) witnesses or other persons with information about offences.

5. INDEMNITY

Notwithstanding any other term of the Contract, the Supplier shall indemnify and keep indemnified and hold harmless the Authority or the Related Third Party (as applicable) and from and against all Losses suffered or incurred by the Authority or the Related Third Party (as applicable), including claims and proceedings, arising from any breach of the Supplier's obligations under this Schedule 9 of the Contract.

6. COMPENSATION

6.1 To the extent that the Supplier has an entitlement under Data Protection Legislation to claim from the Authority or a Related Third Party (as applicable) compensation paid by the Supplier to a Data Subject or third party as a result of a breach of Data Protection Legislation (in full or in part) by the Authority or a Related Third Party (as applicable), the Authority or Related Third Party (as applicable) shall be liable only for such amount as directly relates to the Authority's or Related Third Party's (as applicable) responsibility for any damage caused to the relevant Data Subject or third party. For the avoidance of doubt the Authority or Related Third Party (as applicable) shall only be liable to make payment to the Supplier under this paragraph 6.1 upon receipt of evidence from the Supplier, which shall be to the Authority's or Related Third Party's (as applicable) reasonable satisfaction and that clearly demonstrates:

- (i) that the Authority or Related Third Party (as applicable) has breached Data Protection Legislation;
- (ii) that such breach contributed (in part or in full) to the harm caused entitling the relevant Data Subject or third party to receive compensation in accordance with Data Protection Legislation; and
- (iii) the proportion of responsibility for the harm caused to the relevant Data Subject or third party which is attributable to the Authority or Related Third Party (as applicable).



ANNEX 1

PART 1

1. SCHEDULE OF DATA SHARING PARTICULARS

This Part 1 sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	<p>The data map set out at Appendix B (Personal Data Map), tab 1 details all data shared with the Supplier by the Authority and the Related Third Parties for the delivery of the Services where the Supplier acts as controller or joint controller with the Authority and/or each of the Related Third Parties.</p> <p>Details of all data sharing and onward sharing by the Supplier, where it acts as controller or joint controller, is as set out in the data map at Appendix B tab 2.</p> <p>The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 9 (Processing of Personal Data)</p>
Permitted Purpose	The lawful basis and purpose is as set out in the data map.



Schedule 9 - Copy
Data Map.xlsx

PART 2

2. SCHEDULE OF DATA PROCESSING PARTICULARS

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

- 2.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 2.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	<p>The data map set out at Appendix B (Personal Data Map), tab 1 details all data shared with the Supplier by the Authority and the Related Third Parties for the delivery of the Services where the Supplier is identified as a processor.</p> <p>Details of all data sharing and onward sharing where the Supplier acts as processor with sub-processors is as set out in the data map at Appendix B (Personal Data Map) tab 2.</p> <p>The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 9 (Processing of Personal Data).</p>



Schedule 9 - Copy
Data Map.xlsx



SCHEDULE 10 – Service Continuity Plan

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Business Plan"	Continuity	has the meaning given in Paragraph 2.3.1(b) of this Schedule;
"Business Services"	Continuity	has the meaning given in Paragraph 4.2.2 of this Schedule;
"Disaster"		means the occurrence of one (1) or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of 24 hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
"Disaster Recovery Plan"		has the meaning given in Paragraph 2.3.1(c) of this Schedule;
"Disaster Services"	Recovery	means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
"Disaster System"	Recovery	mean the system identified by the Supplier which shall be used for the purpose of delivering the Disaster Recovery Services;
"Insolvency Plan"	Continuity	has the meaning given in Paragraph 2.3.1(d) of this Schedule;
"Insolvency Event"		means any of the events detailed in clause H1.1(a)-(h) in the case of a company Supplier or clause H1.2(a)-(h) in the case of an individual Supplier;
"Related Provider"	Service	any person who provides services to the Authority which are related to the Contract from time to time;
"Review Report"		has the meaning given in Paragraph 7.2 of this Schedule;



"Service Plan"	Continuity	means the plan prepared pursuant to Paragraph 2 of this Schedule which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan; and
"Supplier's Proposals"		has the meaning given in Paragraph 7.2.3 of this Schedule.

2. SERVICE CONTINUITY PLAN

- 2.1 Within 60 Working Days following the Commencement Date the Supplier shall prepare and deliver to the Authority for the Authority's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of the Supplier, any Sub-Contractor and/or any Supplier Affiliate); and
- 2.1.2 the recovery of the Services in the event of a Disaster.
- 2.2 The Supplier shall, in developing the Service Continuity Plan, consider the complexity and criticality of the service delivery to Service Users and ensure that the Service Continuity Plan is proportionate to this.
- 2.3 The Service Continuity Plan shall:
- 2.3.1 be divided into four (4) parts:
- (a) Part A which shall set out general principles applicable to the Service Continuity Plan;
 - (b) Part B which shall relate to business continuity (the "**Business Continuity Plan**");
 - (c) Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**");
 - (d) Part D which shall relate to an Insolvency Event of the Supplier, any Sub-Contractors and/or any Supplier Affiliate (the "**Insolvency Continuity Plan**"); and
- 2.3.2 unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4, 5 and 6 of this Schedule 10.
- 2.4 Following receipt of the draft Service Continuity Plan from the Supplier, the Authority shall:
- 2.4.1 review and comment on the draft Service Continuity Plan as soon as



- reasonably practicable; and
- 2.4.2 notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than twenty (20) Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.
- 2.5 If the Authority rejects the draft Service Continuity Plan:
- 2.5.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- 2.5.2 the Supplier shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority's approval within ten (10) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.4 and this Paragraph 2.5 of Schedule 10 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the dispute resolution procedure detailed in clause 12 (Dispute Resolution) at any time.

3. **SERVICE CONTINUITY PLAN: PART A GENERAL PRINCIPLES AND REQUIREMENTS**

- 3.1 Part A of the Service Continuity Plan shall:
- 3.1.1 set out how the business continuity, disaster recovery and insolvency continuity elements of the plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the Services and any services provided to the Authority by a Related Service Provider;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Related Service Provider with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;
- 3.1.4 detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority and any of its other Related Service Providers in each case as notified to the Supplier by the Authority from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;



- 3.1.6 contain a risk analysis, including:
- (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider;
 - (d) identification of risks arising from an Insolvency Event of the Supplier, any Sub-Contractors and/or Supplier Affiliate; and
 - (e) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Authority;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
- 3.1.11 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and
- 3.1.12 provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.
- 3.2 The Service Continuity Plan shall be designed so as to ensure that:
- 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the Service Continuity Plan;
 - 3.2.2 the adverse impact of any Disaster; service failure; an Insolvency Event of the Supplier, any Sub-Contractor and/or any Supplier Affiliate; or disruption on the operations of the Authority, is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant standards set out in the Contract or other relevant industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the Service Continuity Plan.



- 3.3 The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Services, to the business processes facilitated by and the business operations supported by the Services and/or changes to the Supplier group structure.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators or to any increase in the Price to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. **SERVICE CONTINUITY PLAN: PART B - BUSINESS CONTINUITY PRINCIPLES AND CONTENTS**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:
 - 4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the "Business Continuity Services");
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan;
 - 4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked; and
 - 4.2.5 be managed by the Supplier in accordance with ISO22301 at all times.



5. **SERVICE CONTINUITY PLAN: PART C – DISASTER RECOVERY PRINCIPLES AND CONTENTS**

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.2.1 The Disaster Recovery Plan shall include the following:
- 5.2.2 the technical design and build specification of the Disaster Recovery System;
- 5.2.3 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
- (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
- 5.2.4 any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- 5.2.5 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;



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

5.2.7 testing and management arrangements.

6. **SERVICE CONTINUITY PLAN: PART D – INSOLVENCY CONTINUITY PLAN PRINCIPLES AND CONTENTS**

6.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Authority supported by the Services through continued provision of the Services following an Insolvency Event of the Supplier, any Sub-Contractor and/or any Supplier Affiliate with, as far as reasonably possible, minimal adverse impact.

6.2 The Insolvency Continuity Plan shall include the following:

6.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Staff and Supplier Affiliate personnel;

6.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Sub-Contractors and Supplier Affiliates where failure of those dependencies could reasonably have an adverse impact on the Services;

6.2.3 plans to manage and mitigate identified risks;

6.2.4 details of the roles and responsibilities of the Supplier, Sub-Contractors and/or Supplier Affiliates to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;

6.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Sub-Contractors and Supplier Affiliates); and

6.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

7. **REVIEW AND AMENDMENT OF THE SERVICE CONTINUITY PLAN**

7.1 The Supplier shall review and update the Service Continuity Plan (and the risk analysis on which it is based):

7.1.1 on a regular basis and as a minimum once every twelve (12) months;

7.1.2 within three (3) calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 9;



- 7.1.3 within fourteen (14) days of a Financial Distress Event;
 - 7.1.4 within 30 days of a Change of Control; and
 - 7.1.5 any additional reviews (over and above those provided for in Paragraphs 7.1.1 to 7.1.4) shall be agreed by the Parties as a Change in accordance with clause F4 the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any such amounts agreed via the Change Control Procedure.
- 7.2 Each review of the Service Continuity Plan pursuant to Paragraph 7.1 of this Schedule 10 shall be a review of the procedures and methodologies set out in the Service Continuity Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the Service Continuity Plan or the last review of the Service Continuity Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the Service Continuity Plan. The review shall be completed by the Supplier within the period required by the Service Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a "**Review Report**") setting out:
- 7.2.1 the findings of the review;
 - 7.2.2 any changes in the risk profile associated with the Services; and
 - 7.2.3 the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.
- 7.3 Following receipt of the Review Report and the Supplier's Proposals, the Authority shall:
- 7.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
 - 7.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Authority.
- 7.4 If the Authority rejects the Review Report and/or the Supplier's Proposals:
- 7.4.1 the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - 7.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Authority's



comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's approval within twenty (20) Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 7.3 and this Paragraph 7.4 of this Schedule 10 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the dispute resolution procedure detailed in clause I2 (Dispute Resolution) at any time.

- 7.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be agreed by the Parties as a Contract Change in accordance with the Change Control Procedure.

8. TESTING OF THE SERVICE CONTINUITY PLAN

- 8.1 The Supplier shall test the Service Continuity Plan on a regular basis (and in any event not less than once in every year). Subject to Paragraph 8.2 of this Schedule 10, the Authority may require the Supplier to conduct additional tests of some or all aspects of the Service Continuity Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.
- 8.2 If the Authority requires an additional test of the Service Continuity Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the Service Continuity Plan. Such additional test shall be agreed by the Parties as a Contract Change in accordance with the Change Control Procedure. However, if the Supplier subsequently fails such agreed additional test the Supplier's costs of that failed test shall be borne by the Supplier.
- 8.3 The Supplier shall undertake and manage testing of the Service Continuity Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.
- 8.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 8.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:

- 8.5.1 the outcome of the test;



- 8.5.2 any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and
- 8.5.3 the Supplier's Proposals for remedying any such failures.

- 8.6 Following each test, the Supplier shall take all measures requested by the Authority, (including requests for the re-testing of the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.
- 8.7 For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under this Contract.
- 8.8 The Supplier shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

9. **INVOCATION OF THE SERVICE CONTINUITY PLAN**

- 9.1 In the event of a loss of any critical part of the Service or a Disaster, the Supplier shall immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan, including any linked elements in other parts of the Service Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Supplier shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.
- 9.2 The Insolvency Continuity Plan element of the Service Continuity Plans, including any linked elements in other parts of the Service Continuity Plan, shall be invoked by the Supplier:
 - 9.2.1 where an Insolvency Event of a Sub-Contractor and/or Supplier Affiliate (other than the Supplier) could reasonably be expected to adversely affect delivery of the Services; and/or
 - 9.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.



SCHEDULE 11 – GOVERNANCE

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Board Member"	means the initial persons appointed by the Authority and Supplier to the Boards as set out in Appendix 1 to this Schedule 11 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3 of this Schedule;
"Boards"	means the Contract Strategy Board, Service Management Board, and Change Management Board and "Board" shall mean any of them;
"Change Management Board"	means the body described in Paragraph 6 of this Schedule;
"Contract Strategy Board"	means the body described in Paragraph 5 of this Schedule;
"Service Management Board"	means the body described in Paragraph 4 of this Schedule; and
"Service Managers"	means the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2.1 of this Schedule.

2. MANAGEMENT OF THE SERVICES

- 2.1 The Supplier and the Authority shall each appoint a service manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

3. BOARDS

Establishment and structure of the Boards

- 3.1 The Boards shall be established by the Authority for the purposes of this Contract on which both the Supplier and the Authority shall be represented.



3.2 In relation to each Board, the:-

- (i) Authority Board Members;
- (ii) Supplier Board Members;
- (iii) location of the Board's meetings; and
- (iv) planned start date by which the Board shall be established,

shall be as set out in Appendix 1 of this Schedule 11, save that the details in relation to attendees as set out in the Appendix may be amended by the agreement of the Parties from time to time.

3.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board meetings

3.4 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:-

- (i) a delegate attends the relevant Board meeting in their place who (wherever possible) is properly briefed and prepared and has the appropriate delegated authority; and
- (ii) that they are debriefed by such delegate after the Board Meeting.

3.5 A chairperson shall be appointed by the Authority for each Board as identified in Appendix 1 of this Schedule 11. The chairperson shall be responsible for:-

- (i) scheduling Board meetings;
- (ii) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
- (iii) chairing the Board meetings;
- (iv) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
- (v) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within ten (10) Working Days after the Board meeting; and
- (vi) facilitating the process or procedure by which any decision agreed at any



Board meeting is given effect in the appropriate manner.

- 3.6 Board meetings shall be quorate as long as at least two representatives from each Party are present.
- 3.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

Frequency of Board meetings

- 3.8 The frequency of Board meetings shall be as follows:
- (i) Service Management Board: The Board shall meet quarterly or as required by the Parties.
 - (ii) Contract Strategy Board: The Board shall meet annually or as required by the Parties.
 - (iii) Change Management Board: The Board shall meet as regularly as required by the Parties.

Suggested agenda items

- 3.9 The level of reporting required and suggested agenda items for the Service Management Board and Contract Strategy Board shall be set out in Appendix 1 of this Schedule 11 (Governance). These suggested agenda items may be used and deployed at the Authority's discretion, as required for the Contract.

4. ROLE OF THE SERVICE MANAGEMENT BOARD

- 4.1 The Service Management Board shall be responsible for the comprehensive oversight of the Services under this Contract and for the senior management of the operational relationship between the Supplier and the Authority (and report to the Contract Strategy Board on request from the Contract Strategy Board from time to time) and shall:
- (i) maintain operational and commercial management of the Contract;
 - (ii) report to (and, where appropriate, escalate to) the Contract Strategy Board on significant issues requiring decision and resolution by the Contract Strategy Board and on progress against the Implementation Plan;
 - (iii) receive reports from the Service Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, HMIP/OSAG audit reports and possible future developments;



- (iv) review and report to the Contract Strategy Board on service management, financial management and any integration issues on a case by case basis;
- (v) consider and resolve disputes (including disputes as to the cause of a delay or the performance of the Services) in the first instance and if necessary escalate the dispute to the Contract Strategy Board; and
- (vi) develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

5. **ROLE OF THE CONTRACT STRATEGY BOARD**

- 5.1 The Contract Strategy Board shall be strategically focused and operate a review process between senior management of the Supplier and the Authority to provide senior level guidance, leadership and strategy for the overall delivery of the Services under the Contract and the relationship of the Parties.

Therefore it shall:

- (i) liaise with and review reports from the Service Management Board and Change Management Board;
- (ii) be the point of escalation from the Service Management Board and the Change Management Board; and
- (iii) carry out the specific obligations attributed to it in Paragraph 5.2.

- 5.2 The Contract Strategy Board shall:

- (i) ensure that the Contract is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier and to optimise the benefits to Service Users;
- (ii) ensure that the Services under the Contract contribute towards the NPS stated objectives;
- (iii) receive and review reports from the Service Management Board and review reports on technology, service and other developments that offer potential for improving the benefit that either Party is receiving;
- (iv) provide guidance on policy matters which may impact on the implementation of the Services; and
- (v) provide guidance and authorisation to the Change Management Board on relevant Changes as requested by the Change Management Board.

6. **ROLE OF THE CHANGE MANAGEMENT BOARD**

- 6.1 The Change Management Board shall assess the impact and approve or reject all Changes in respect of the Contract. Changes which will have a significant impact on



the Services shall be escalated to the Contract Strategy Board.

6.2 The Change Management Board shall:-

- (i) analyse and record the impact of all Changes, specifically whether the proposed Change:-
 - (i) has an impact on other areas or aspects of the Contract and/or other documentation relating to the Services;
 - (ii) raises any risks or issues relating to the proposed Change; and
 - (iii) provides value for money in consideration of any changes to the future Price and/or Performance Indicators;
- (ii) provide recommendations, seek guidance and authorisation from the Contract Strategy Board as required; and
- (iii) approve or reject (close) all proposed Changes.

7. **CONTRACT MANAGEMENT MECHANISMS**

7.1 The Supplier and the Authority shall pro-actively manage risks attributed to them under the terms of the Contract.

7.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:-

- (i) the identification and management of risks;
- (ii) the identification and management of issues
- (iii) identification and management of opportunities; and
- (iv) monitoring and controlling project plans.



APPENDIX 1

SUGGESTED AGENDA ITEMS

Service Management Board

Suggested agenda items of Service Management Board meetings	<ul style="list-style-type: none">• Welcome & apologies, declarations of interest• Actions from previous meeting• Escalated matters from other Boards• Resource preparation (Supplier response)• Stakeholders (external and Service Users)• Review of quarterly report (focusing on quality of services and continuous improvement activity)<ul style="list-style-type: none">○ Performance Levels and any requests for relief in respect of the same○ Whole contract performance○ Risks & Issues○ How Service User feedback has been used to continuously improve the service• Audit and Investigation<ul style="list-style-type: none">○ CMT Assurance update• Risk management issues including health and safety and complaints• Equality and diversity• Principles of collaboration• Probation Instructions and Technical Notes• Supply chain performance and management (to the extent relevant)• Commercial and contract change• Financial Health• Invoicing matters• Information Security• Six Monthly additional agenda items:<ul style="list-style-type: none">○ Business Continuity Review○ Exit Plan review
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Contract Strategy Board

Suggested agenda items of Contract Strategy Board meetings	<ul style="list-style-type: none"> • Welcome & apologies, declarations of interest • Actions from previous meeting • Escalated matters from other Boards <ul style="list-style-type: none"> ○ Performance ○ Commercial ○ Financial ○ Risk • Key performance updates and exceptions • Key service delivery updates and exceptions • Key assurance and updates • Stakeholder updates • Commercial updates • Financial updates • Review of how updates are/could be linked to regional plan • Risks and issues • Principles of collaboration • Proposed innovations and developments • Horizon scanning
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REPRESENTATION AND STRUCTURE OF BOARDS

The Parties agree the following representation and structure for the Boards under this Contract:

(a) Service Management Board

Authority Members of Service Management Board	[] [Chairperson]
Supplier Members of Service Management Board	[]
Start Date for Service Management Board meetings	[]
Location of Service Management Board meetings	[]

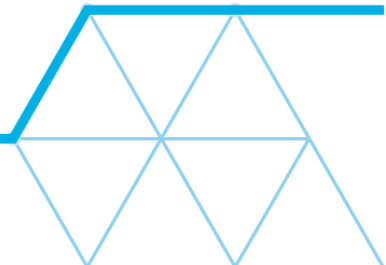


(b) Contract Strategy Board

Authority members of Contract Strategy Board	[] [Chairperson]
Supplier members of Contract Strategy Board	[]
Start date for Contract Strategy Board meetings	[]
Location of Contract Strategy Board meetings	[]

(c) Change Management Board

Authority Members of Change Management Board	[] [Chairperson]
Supplier Members of Change Management Board	[]
Start Date for Change Management Board meetings	[]
Location of Change Management Board meetings	[]

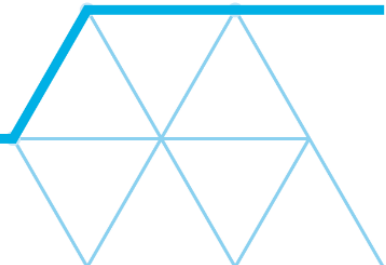


SCHEDULE 12 – PERFORMANCE INDICATORS

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Measurement Period"	means in relation to each Performance Indicator, the period over which the Supplier's performance is measured as set out in Appendix 1 of this Schedule;
"Payment Audit Period"	means such period as the Authority notifies the Supplier of from time to time;
"Performance Data"	has the meaning given in Paragraph 3 of this Schedule;
"Performance Monitoring Report"	means the Supplier's report against the Performance Indicators provided in accordance with this Schedule;
"Performance Sample"	has the meaning given in Paragraph 5.2(a) of this Schedule;
"Revised Actual Performance"	has the meaning given in Paragraph 5.2(b) of this Schedule;
"Revised Performance Report"	has the meaning given in Paragraph 5.2(c) of this Schedule;
"Service Period"	means a calendar month, save that:- (a) the first (1) service period shall begin on the Commencement Date and shall expire at the end of the calendar month in which the Commencement Date falls; and (b) the final service period shall commence on the first (1) day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
"Target Level"	Performance means the minimum level of performance for a Performance Indicator which is required under the Contract, as set out against the relevant Performance Indicator in Appendix 1 to this Schedule; and



“Quarterly Performance Report” has the meaning given in Paragraph 4.1(b) of this Schedule.

2. **PERFORMANCE INDICATORS**

- 2.1 The Performance Indicators set out in Appendix 1 apply to the Service and shall be used to measure the performance of the Services by the Supplier under the Contract
- 2.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority the Performance Monitoring Reports in accordance with this Schedule 12 (Performance Levels) and the remaining requirements of the Contract.

3. **PERFORMANCE DATA**

- 3.1 On an ongoing basis throughout the Term, the Supplier shall keep the Authority updated in a timely and accurate basis with all data required by the Authority including such data which the Authority requires to calculate the Performance Indicators for each Service Period (the **"Performance Data"**).
- 3.2 In addition to the Performance Data, the Supplier shall provide and make available to the Authority on request appropriate documents and records (including staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received, service-user records, sub-contractor records, internal communications etc.) in relation to the Services being delivered. In addition to any audit rights the Authority may have, the records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 3.3 In addition to the requirement in Paragraph 3.2 to maintain appropriate documents and records and provide access to these for the Authority, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier for any specified period.

4. **PERFORMANCE REPORTING**

- 4.1 The Authority shall, in respect of each Measurement Period:
 - (a) using the Performance Data, calculate the Supplier's actual performance for that Measurement Period against each of the Performance Indicators; and
 - (b) on a quarterly basis provide to the Supplier a report setting out the data calculated pursuant to Paragraph 4.1 for any Measurement Periods in that quarter (**"Quarterly Performance Report"**).

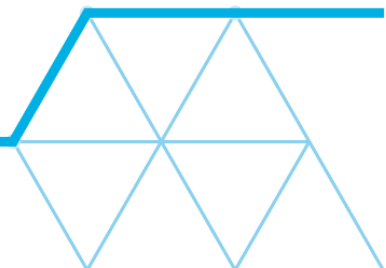


5. VERIFICATION OF PERFORMANCE DATA

- 5.1 The Authority shall, from time to time, validate the Performance Data supplied by the Supplier in accordance with Paragraph 3.1 in addition to any rights it may have under clause F5.
- 5.2 If the Authority discovers or suspects (in its sole opinion) that there may be errors in any Performance Data supplied by the Supplier in accordance with Paragraph 3.1 it may, in addition to its rights under clause F5:
- (c) audit a sample (the size and/or composition of which shall, for the avoidance of doubt, be determined and/or vary at the sole discretion of the Authority in line with the National Audit Office guidance on sampling methodology) (the "**Performance Sample**") of that data in respect of a Payment Audit Period;
 - (d) calculate the Supplier's actual performance against each of the Performance Indicators in respect of the Performance Sample for that Payment Audit Period using the data obtained by the audit performed pursuant to Paragraph 5.2(a) (the "**Revised Actual Performance**"); and
 - (e) provide to the Supplier a report setting out the data calculated pursuant to Paragraph 5.2(b) (a "**Revised Performance Report**").
- 5.3 If the Supplier is able to demonstrate to the Authority that the Authority's calculation of Revised Actual Performance against any of the Performance Indicators as stated in the Revised Performance Report is not correct, it shall notify the Authority in writing of the Supplier's assessment of Revised Actual Performance calculation within ten (10) Working Days after receipt by the Supplier of the Revised Performance Report. If the Parties fail to reach agreement as to the assessment of the Revised Actual Performance calculation within twenty (20) Working Days after the date of the notification, the matter shall be resolved in accordance with the dispute resolution procedure detailed in clause I2 (Dispute Resolution).

6. GOVERNANCE

- 6.1 The Supplier and the Authority shall discuss the achievement or failure to achieve the Performance Indicators at the Service Management Board as contemplated in Schedule 11 and the Supplier shall notify the Authority at the Service Management Board of the likelihood of any failures to meet the Performance Indicators in the next month.
- 6.2 If the Supplier is able to demonstrate to the Authority that the Authority's calculation of actual performance against any of the Performance Indicators as stated in the Quarterly Performance Report, is not correct or the Supplier's performance failure was incurred solely as a result of the Authority's action, it shall notify the Authority in writing

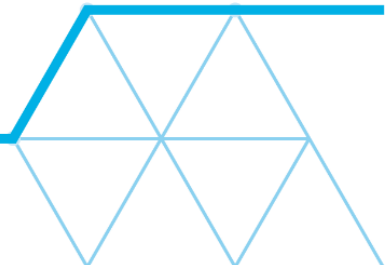


of the Supplier's assessment of actual performance within ten (10) Working Days after receipt by the Supplier of the Quarterly Performance Report, as the case may be.

- 6.3 If the Parties fail to reach agreement as to the assessment of the actual performance or the reason for the Supplier's performance failure immediately following notification, the matter shall be resolved in accordance with the dispute resolution procedure detailed in clause I2 (Dispute Resolution).

7. **EQUALITY AND DIVERSITY**

- 7.1 The data provided by the Supplier in accordance with Paragraph 3.1 shall be collected by the Supplier and provided in a way that enables its provision of the Services to be analysed by protected characteristic (as defined in the Equalities Act 2010).
- 7.2 If the data collected in accordance with Paragraph 7.1 demonstrates that a Performance Indicator is not being met with respect to a particular protected characteristic, the Authority may require the Supplier to improve performance of the Services such that more equitable outcomes shall be achieved by the Supplier.



APPENDIX 1

PERFORMANCE

INDICATORS

Service Level	Outcome
SL1	Initial accommodation assessment will be completed within 5 working days of receipt.
SL2	Progress update provided to the referrer within 10 working days from the Supplier receiving the referral.
SL3	Occupancy rate of the accommodation provided under this agreement will be above 90%, measured on a quarterly basis.
SL4	90% of People on Probation accessing this Service to be registered with a GP and other necessary health services within 1 month of accessing.
SL5	100% of People on Probation to have a completed support plan within 4 weeks of accessing accommodation under this Service.
SL6	70% of People on Probation to be supported to access, education, volunteering, or training within 6 months of accessing accommodation under this Service.
SL7	38% of People on Probation to have successfully engaged with Education, Training and Employment Services within 6 months of accessing accommodation under this Service.
SL8	65% of People on Probation to move on from the Service in a positive way (excluding those recalled to custody, evicted due to behaviour or those who have disengaged with the Service).
SL9	Where there is DLUHC funded (Accommodation for Ex-Offenders (AfEO) provision available, referrals should be made into those services
SL10	Monthly reports to be completed and submitted by the Supplier within 5 working days of the end of the reporting month

SCHEDULE 13 – INSURANCE

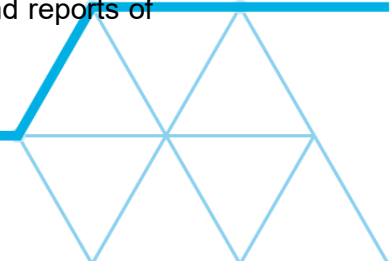
Insurance Requirements

1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Authority under the Contract, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Appendix 1 (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained in accordance with Market Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
- (i) of good financial standing;
 - (ii) appropriately regulated;
 - (iii) regulated by the applicable regulatory body and is in good standing with that regulator; and
 - (iv) except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of the Contract, the Supplier shall:
- (i) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Market Practice, including the investigation and reports of relevant claims to insurers contractor acting in accordance with Market Practice, including the investigation and reports of



relevant claims to insurers;

- (ii) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- (iii) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. FAILURE TO INSURE

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

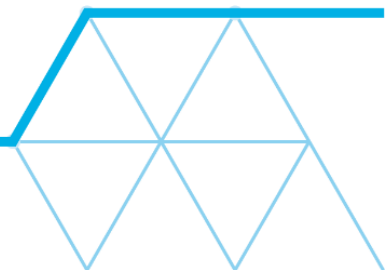
4. EVIDENCE OF INSURANCES

The Supplier shall upon the Commencement Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under the Contract.

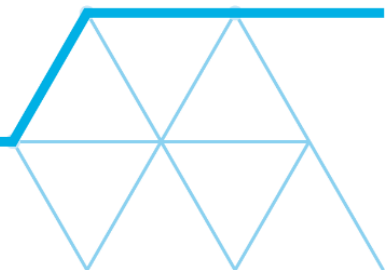
4. CANCELLATION

- 4.1 Subject to Paragraph 5.2, the Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 4.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 5.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

5. INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES



- 5.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or the Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 5.2 The Supplier shall maintain a register of all claims under the Insurances in connection with the Contract and shall allow the Authority to review such register at any time.
- 5.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 5.4 8.5 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of the Contract or otherwise.



APPENDIX 1

PART 1

INSURANCE CLAIM NOTIFICATION

Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of £50,000 (fifty thousand pounds) relating to or arising out of the provision of the Services, this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

PART 2

THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. INSURED

The Supplier.

2. INTEREST

2.1 To indemnify the Insured (as specified in Paragraph 1) in respect of all sums which the Insured (as specified in Paragraph 1) shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

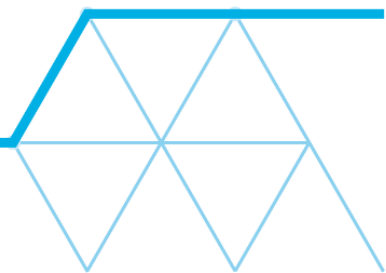
(i) death or bodily injury to or sickness, illness or disease contracted by any person; and

(ii) loss of or damage to property,

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Contract entered into pursuant to it.

3. LIMIT OF INDEMNITY

Not less than £10,000,000 (ten million pounds) in respect of any one (1) occurrence, the number of occurrences being unlimited in any annual policy period, but



£10,000,000 (ten million pounds) in the aggregate per annum in respect of products liability and pollution liability (to the extent insured by the relevant policy).

4. TERRITORIAL LIMITS

United Kingdom.

5. PERIOD OF INSURANCE

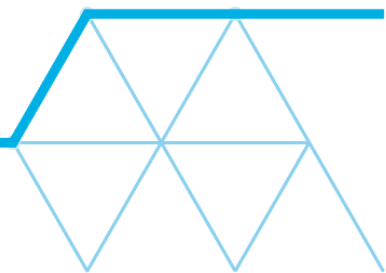
From the Commencement Date for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6. COVER FEATURES AND EXTENSIONS

- 6.1 Indemnity to principals clause.
- 6.2 Legal defence costs in addition to the limit of indemnity.
- 6.3 Infringement of privacy and wrongful arrest.
- 6.4 Contingent motor vehicle liability.
- 6.5 Health and Safety at Work Act(s) clause.
- 6.6 Data protection legislation clause.

7. PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as specified in Paragraph 1) arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.



PART 3

PROFESSIONAL INDEMNITY INSURANCE

2. INSURED

The Supplier.

3. INTEREST

To indemnify the Insured (as specified in Paragraph 1) for all sums which the Insured (as specified in Paragraph 1) shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured (as specified in Paragraph 1) during the period of insurance (as specified in Paragraph 5) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services and the conduct and execution of any professional advice, services and/or duties in connection with this Contract entered into pursuant to it.

4. LIMIT OF INDEMNITY

Not less than £2,000,000 (two million pounds) in respect of any one (1) claim and in the aggregate per annum.

5. TERRITORIAL LIMITS

United Kingdom.

6. PERIOD OF INSURANCE

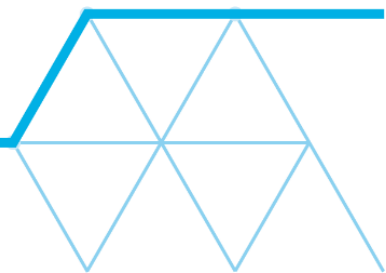
From the Commencement Date and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Term or until earlier termination of the Contract and (b) for a period of six (6) years thereafter.

7. COVER FEATURES AND EXTENSIONS

- 7.1 Retroactive cover to apply to any "claims made policy wording" in respect of the **CONTRACT** or retroactive date to be no later than the Commencement Date.
- 7.2 Loss of documents/computer records extension.
- 7.3 Legal defence costs.

8. PRINCIPAL EXCLUSIONS

- 8.1 War and related perils.
- 8.2 Nuclear and radioactive risks.



PART 4

UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.



SCHEDULE 14 – STAFF TRANSFER

1. DEFINITIONS

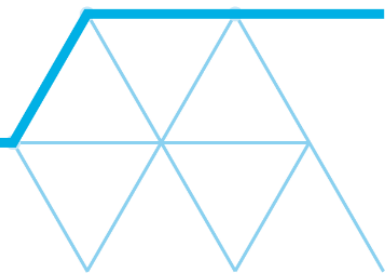
In this Schedule, the following definitions shall apply:-

“Employee Liabilities”

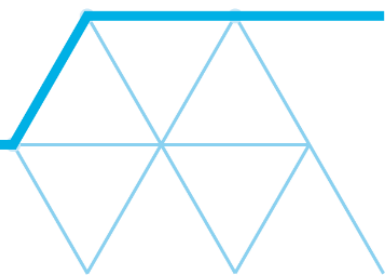
means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment 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 employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;

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;
"Relevant Transfer"	means a transfer of employment to which TUPE applies
"Replacement Sub-contractor"	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)
"Service Transfer Date"	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor
"Staffing Information"	<p>means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format if required:-</p> <ul style="list-style-type: none"> (a) their ages, job title, dates of commencement of employment or engagement, gender and place of work (b) details of whether they are employed, self employed contractors or consultants, workers, agency workers or otherwise (c) the % of time they spend engaged in the provision of the Service (or part thereof) transferring (d) the identity of the employer or relevant contracting Party (e) their relevant contractual notice periods and any other terms relating to termination of



employment, including redundancy procedures, and redundancy payments

- (f) their wages, salaries, bonuses and profit sharing arrangements as applicable
- (g) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them
- (h) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims)
- (i) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence
- (j) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees) and
- (k) any other "employee liability information" as such term is defined in regulation 11 of TUPE

**"Supplier's Final
Supplier Personnel List"**

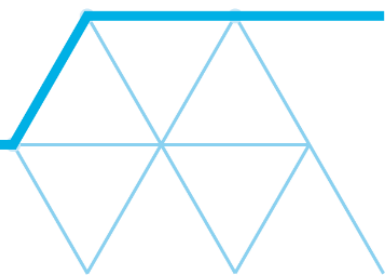
means a list provided by the Supplier of all Supplier Personnel who will transfer via a Relevant Transfer on the Service Transfer Date

"Supplier Personnel"

means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Contract;

**"Supplier's Provisional
Supplier Personnel List"**

means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no



longer be provided by the Supplier or any Sub-contractor of the Supplier (or any Sub-contractor of any such Sub-contractor)

"Transferring Supplier Employees"

means those employees of the Supplier and/or the Supplier's Sub-contractors to whom TUPE will apply on the Service Transfer Date

2. INTERPRETATION

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

3. PRE-SERVICE TRANSFER OBLIGATIONS

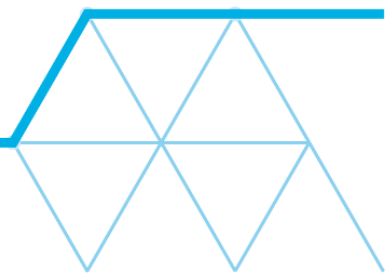
3.1 The Supplier agrees that:

- (a) within twenty (20) Working Days of receipt of a written request of the Authority at any time; and/or
- (b) within twenty (20) Working Days of the earliest of:
 - (i) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer; or
 - (ii) receipt of the giving of notice of early termination or any partial termination of the Contract; or
 - (iii) the date which is six (6) months before the end of the Term,

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List, and it shall provide an updated Supplier's Provisional Supplier Personnel List and updated Staffing Information at such intervals as are reasonably requested by the Authority (which shall not be more frequent than once every 20 Working Days).

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

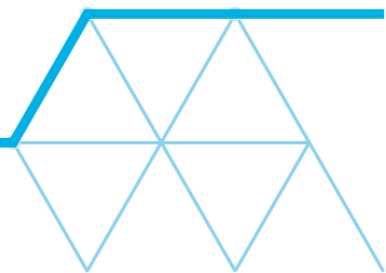
- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the



Supplier Personnel are Transferring Supplier Employees; and

- (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 3.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 3.1 and 3.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 3.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 3.1 and 3.2 shall be true and accurate in all material respects at the time of providing the information.
- 3.5 From the date of the earliest event referred to in Paragraph 3.1.2 the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;
 - (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);
 - (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
 - (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the



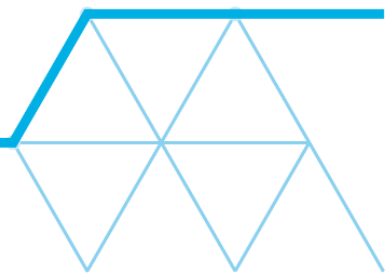
Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

3.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of individuals (which includes but is not limited to employees, workers, contractors, agents, agency workers) engaged in providing the Services;
- (b) the percentage of time spent by each individual engaged in providing the Services; and
- (c) a description of the nature of the work undertaken by each individual by location.

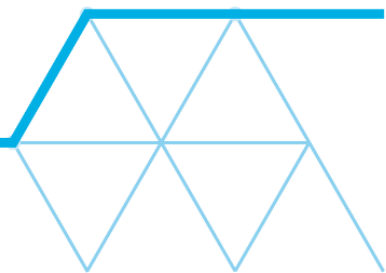
3.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to support a future procurement process, timely and full provision of Staffing Information and consultation between employers and to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay;
- (f) a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
- (g) a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
- (h) bank/building society account details for payroll purposes.

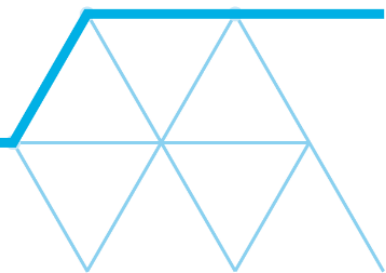


4. EMPLOYMENT EXIT PROVISIONS

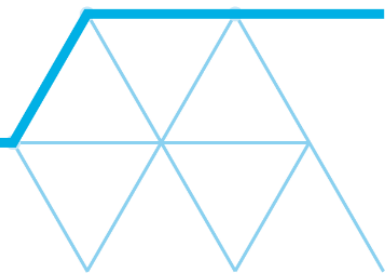
- 4.1 The Authority and the Supplier acknowledge that TUPE may apply on termination or part termination of the Contract for whatever reason. The identity of the provider of the Services (or any part of the Services) may therefore change (whether as a result of termination or partial termination of the Contract or otherwise) resulting in the Services or part thereof being undertaken by the Authority, a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which TUPE will apply. The Authority and the Supplier further agree that, as a result of the operation of TUPE, where a Relevant Transfer occurs, the contracts of employment between the Supplier and/or any Sub-contractor and the Transferring Supplier Employees will have effect on and from the Service Transfer Date as if originally made between the Authority, a Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 4.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under TUPE in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Authority, a Replacement Supplier and/or Replacement Sub-contractor.
- 4.3 Subject to Paragraph 4.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub contractor against any Employee Liabilities arising from or as a result of:
- (a) the provision of the Staffing Information;
 - (b) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - (c) the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or



- (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (d) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (e) any failure by the Supplier or any Sub-Contractor to comply with its obligations (including its obligations to maintain records) under the Working Time Regulations 1998, National Minimum Wage Act 1998 and any/all associated National Minimum Wage Regulations in the period prior to the Service Transfer Date in respect of any Transferring Supplier Employees or workers (current or past) including, but not limited to any failure to maintain adequate records which meet the minimum requirements for record-keeping and/or failure to deliver the same to the Authority, a Replacement Supplier and/or Replacement Sub-contractor on request;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer their employment from the Supplier or any Sub-contractor to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date;
- (h) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of the Contract; and/or



- (i) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor to comply with regulation 13(4) of TUPE.
- 4.4 The indemnities in Paragraph 4.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Authority, a Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
 - (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Authority, a Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date; or
 - (b) arising from the Authority's failure, a Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under TUPE.
- 4.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List, that their contract of employment has been transferred from the Supplier or any Sub-contractor to the Authority, a Replacement Supplier and/or Replacement Sub-contractor pursuant to TUPE, then:
 - (a) the Authority shall, or shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - (b) the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Authority, a Replacement Supplier and/or any Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 4.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall, or shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from their employment or alleged employment.
- 4.7 If after the fifteen (15) Working Day period specified in Paragraph 4.5.2 has elapsed:
 - (a) no such offer of employment has been made;



- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

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

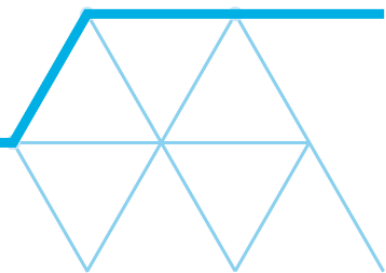
4.8 Subject to the Authority, a Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 4.5 to 4.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Authority, a Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 4.7 provided that the Authority takes, a Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

4.9 The indemnity in Paragraph 4.8:

- (a) shall not apply to:
 - (i) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 - (i) in any case in relation to any alleged act or omission of the Authority, a Replacement Supplier and/or Replacement Sub-contractor; or
 - (i) any claim that the termination of employment was unfair because the Authority, a Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in Paragraph 4.5.1 is made by the Authority, a Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six (6) months of the Service Transfer Date.

4.10 If any such person as is described in Paragraph 4.5 is neither re employed by the Supplier or any Sub contractor nor dismissed by the Authority, a Replacement Supplier and/or Replacement Sub contractor within the time scales set out in Paragraphs 4.5 to 4.7, such person shall be treated as a Transferring Supplier Employee.

4.11 The Supplier shall comply, and shall procure that each Sub contractor shall comply, with all its obligations under TUPE and shall perform and discharge, and shall procure that



each Sub contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Supplier and/or any Sub-contractor; and
- (b) the Authority and/or the Replacement Supplier and/or the Replacement Sub-contractor.

4.12 The Supplier shall, and shall procure that each Sub-contractor shall, support a smooth and timely transfer and promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of TUPE and/or such consultation as the Authority deems necessary. The Authority shall, or shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of TUPE.

4.13 The Supplier shall, and shall procure that each Sub-contractor shall, provide all reasonable assistance and documentation required by the Authority, a Replacement Supplier and/or a Replacement Sub-contractor required by them in connection with any query, claim, dispute or proceedings arising after a Service Transfer Date but relating to a Transferring Supplier Employee.

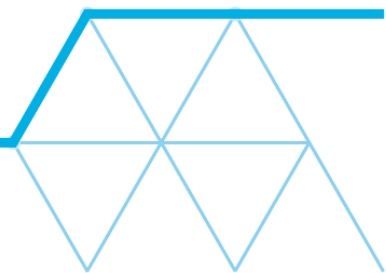
4.14 Subject to Paragraph 4.15, the Authority shall, or shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Authority, a Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in TUPE) of any such Transferring Supplier Employee arising on or after the Service Transfer Date;
- (b) the breach or non-observance by the Authority and/or a Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List;



and/or

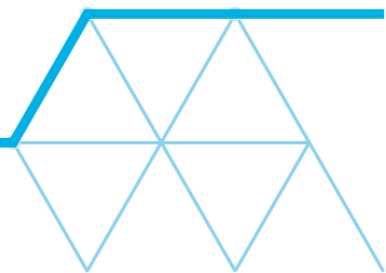
- (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Authority and/or Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Authority and/or Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Authority and/or Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Authority and/or Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Authority and/or Replacement Supplier and/or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer their employment from the Supplier or Sub-contractor, to the Authority, Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand



by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

- (g) a failure of the Authority and/or Replacement Supplier and/or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in TUPE) of any such Transferring Supplier Employee relating to any act or omission of the Authority and/or Replacement Supplier and/or Replacement Sub-contractor in relation to obligations under regulation 13 of TUPE.

4.15 The indemnities in Paragraph 4.14 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under TUPE.

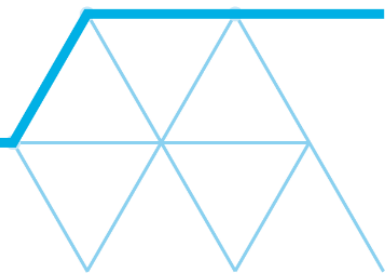


SCHEDULE 15 – EXIT MANAGEMENT

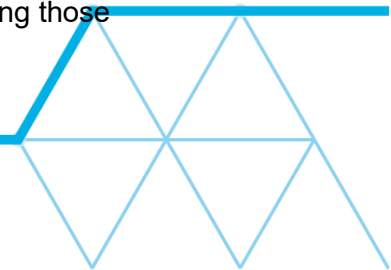
1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Assets"	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets;
"Authority Assets"	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
"Authority Materials"	<p>the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the Intellectual Property Rights in which:</p> <ul style="list-style-type: none">(g) are owned or used by or on behalf of the Authority; and(h) are or may be used in connection with the provision or receipt of the Services, <p>but excluding any Supplier Software and Third Party Software;</p>
"Emergency Exit"	<p>any termination of this Contract which is a:</p> <ul style="list-style-type: none">(a) termination of the whole or part of this Contract in accordance with clause H (Default, Disruption and Termination), except where the period of notice given under that clause is greater than or equal to 90 days;(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to clause H (Default, Disruption and Termination); or(c) wrongful termination or repudiation of this Contract by either Party;
"Exclusive Assets"	those Assets used by the Supplier or a Sub-Contractor which are used exclusively in the provision of the Services;
"Exit Information"	has the meaning given in paragraph 3.1;



“Exit Manager”	the person appointed by each Party pursuant to paragraph 2.3 for managing the Parties' respective obligations under this Schedule;
"Exit Plan"	means the plan produced and updated by the Supplier during the Term in accordance with paragraph 4;
"Non-Exclusive Assets"	means those Assets (if any) which are used by the Supplier or a Sub-Contractor in connection with the Services but which are also used by the Supplier or Sub-contractor for other purposes of material value;
“Net Book Value”	the net book value of the relevant Authority Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Contract;
“Ordinary Exit”	any termination of the whole or any part of this Contract which occurs: <ul style="list-style-type: none"> (a) pursuant to clause H (Default, Disruption and Termination), where the period of notice given by the Party serving notice to terminate pursuant to such clause is greater than or equal to 90 days; or (b) as a result of the expiry of the Term;
“Registers”	the register and configuration database referred to in paragraph 2.1(a) and 2.1(b);
"Replacement Services"	means any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or partial termination of the Contract, whether those services are provided by the Authority internally and/or by any third party;
“Staffing Information”	has the meaning given to it in Schedule 14;
“Termination Assistance Notice”	has the meaning given in paragraph 5.1;
“Termination Assistance Period”	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to paragraph 5.3;
“Termination Services”	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those



	activities listed in Annex 1, and any other services required pursuant to the Termination Assistance Notice;
“Transferable Assets”	those of the Exclusive Assets which are capable of legal transfer to the Authority;
“Transferable Contracts”	the Sub-Contracts, licences for Supplier Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the replacement services (which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or partial termination of this Contract, whether those services are provided by the Authority internally and/or by any third party); and
“Transferring Contracts”	has the meaning given in paragraph 6.2(c).

2. OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

2.1 During the Term, the Supplier shall:

- (a) create and maintain a register of all:
 - (i) Assets, detailing their:
 - (i) make, model and asset number;
 - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (iii) Net Book Value;
 - (iv) condition and physical location; and
 - (v) use (including technical specifications);
 - (ii) Sub-Contracts and other relevant agreements (including relevant software licences and sub-licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
 - (iii) Property detailing:
 - (i) address and postcode;



- (ii) nature of the occupation (for example whether it is the whole building, shared occupancy, single room use) and what part of the Services it is used for;
 - (iii) statutory compliance in the form of an annual self-certification of meeting health & safety regulations;
 - (iv) all operational procedures relating to the building where such occupancy is together with the associated property manual (where applicable);
 - (v) annual lifecycle maintenance spend across all Property that is either held on a freehold or leasehold basis and which shall be based on condition surveys;
 - (vi) the type and nature of the legal interest held i.e. freehold, leasehold or licence and by which entity;
 - (vii) length of term of lease or licence and lease event dates or notice periods; and
 - (viii) full time equivalents (FTEs) of stand-alone & shared Authority space,
 - (b) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;
 - (c) agree the format of the Registers and the Exit Information with the Authority as part of the process of agreeing the Exit Plan; and
 - (d) at all times keep the Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.
- 2.2 The Supplier shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under the Contract.
- 2.3 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within three (3) months of the Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers



will liaise with one another in relation to all issues relevant to the termination or expiry of the Contract and all matters connected with this Schedule and each Party's compliance with it.

3. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

3.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

- (a) details of the Service(s);
- (b) a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
- (c) an inventory of Authority Data in the Supplier's possession or control;
- (d) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- (e) a list of on-going and/or threatened disputes in relation to the provision of the Services;
- (f) to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under the Contract;
- (g) such material and information as described in Annex 2 "Authority Exit Information requirements" as required by the notice; and
- (h) such other material and information as the Authority shall reasonably require,

(together, the "**Exit Information**").

3.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph 3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

3.3 The Supplier shall:

- (a) notify the Authority within five (5) Working Days of any material change to



the Exit Information or the Registers which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and

- (b) provide complete updates of the Exit Information and the Registers on an as-requested basis as soon as reasonably practicable and in any event within fifteen (15) Working Days of a request in writing from the Authority.
- 3.4 To the extent the Authority requests more than two (2) updates in any six (6) month period, any such requests shall be agreed by the Parties as a Change in accordance with the clause F4.
- 3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
- (a) prepare an informed offer for those Services; and
 - (b) not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

4. EXIT PLAN

- 4.1 The Supplier shall, within three (3) months after the Commencement Date, deliver to the Authority an Exit Plan which is a plan for meeting its exit obligations:
- (a) sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier(s) on partial termination, expiry or termination of the Contract (howsoever caused);
 - (b) complies with the requirements set out in Paragraph 4.3; and
 - (c) is otherwise reasonably satisfactory to the Authority.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the dispute resolution procedure detailed in clause I2 (Dispute Resolution).
- 4.3 The Exit Plan shall set out, as a minimum:
- (a) how the Exit Information is obtained;
 - (b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such



reasonable assistance as the Authority shall require to enable the Authority or its Sub-Contractors to provide the Services;

- (c) a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Services under the Contract;
- (d) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- (e) the management structure to be employed during the Termination Assistance Period;
- (f) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
- (g) how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
- (h) the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);
- (i) a timetable and critical issues for providing the Termination Services;
- (j) any charges that would be payable for the provision of the Termination Services, together with a capped estimate of such charges;
- (k) how the Termination Services would be provided (if required) during the Termination Assistance Period;
- (l) procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to the Relevant Staff Transfer Schedule;
- (m) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption or degradation of the Services during the Termination Assistance Period; and
- (n) processes to fulfil requests for information requested by the Authority not contained within the Exit Information or the Registers.

4.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.



- 4.5 The Supplier shall review and (if appropriate) update the Exit Plan (including the Registers) on a basis consistent with the principles set out in this Schedule annually and if requested by the Authority following the occurrence of a Financial Distress Event, within fourteen (14) days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Working Day period, such Dispute shall be resolved in accordance with the dispute resolution procedure detailed in clause I2 (Dispute Resolution).

Finalisation of the Exit Plan

- 4.6 At the date specified in the Termination Notice submitted by either Party or six (6) months prior to the expiry of the Term, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
- 4.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the dispute resolution procedure detailed in clause I2 (Dispute Resolution). Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

5. TERMINATION SERVICES

Notification of Requirements for Termination Services

- 5.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) months prior to the date of partial termination, termination or expiry of the Contract or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- (a) the date from which Termination Services are required;
 - (b) the nature of the Termination Services required; and
 - (c) the period during which it is anticipated that Termination Services will be



required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the terminated Services (the **"Termination Assistance Period"**).

5.2 The Authority shall have:

- (a) an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the terminated Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and
- (b) the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

5.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

- (a) continue to provide the Operational Services (as applicable) and, if required by the Authority pursuant to Paragraph 5.1, provide the Termination Services;
- (b) in addition to providing the Operational Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the partial termination, termination or expiry of the Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;
- (c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 5.3(b) without additional costs to the Authority;
- (d) provide the Operational Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 5.5; and
- (e) at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

5.4 Without prejudice to the Supplier's obligations under Paragraph 5.3(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.3(b) without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.

- 5.5 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Operational Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet the one (1) or more of the Performance Indicators, the Parties shall vary the relevant Target Performance Level(s) mount to take account of such adverse effect.

Termination Obligations

- 5.6 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any partial termination, termination or expiry.
- 5.7 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Operational Services and the Termination Services and its compliance with the other provisions of this Schedule) in respect of the Services that have been terminated, the Supplier shall:
- (a) cease to use the Authority Data;
 - (b) provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority) twenty (20) Working Days prior to the end of the Termination Assistance Period and again at the end of the Termination Assistance Period;
 - (c) erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;
 - (d) return to the Authority such of the following as is in the Supplier's possession or control:
 - (i) all materials created by the Supplier under the Contract in which the Intellectual Property Rights are owned by the Authority;
 - (ii) any parts of the Authority and/or Supplier's computing environment, consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Contract or which is necessary for the Authority to receive the Services, and any other equipment which belongs to the Authority;
 - (iii) any items that have been on-charged to the Authority, such as consumables; and
 - (iv) transferring all training materials and providing appropriate training to those Authority and/or Replacement Supplier personnel responsible for internal training in connection with the provision of



the Services to enable a prompt and effective knowledge transfer;

- (e) vacate any Authority Premises unless access is required to continue to deliver the Services;
- (f) provide access during normal working hours to the Authority and/or the Replacement Supplier for up to twelve (12) months after the partial termination, expiry or termination of the Contract to:
 - (i) such information relating to the Services as remains in the possession or control of the Supplier; and
 - (ii) such members of the Staff as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 5.7(g)(ii).

5.8 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Operational Services or Termination Services or for statutory compliance purposes.

5.9 Except where the Contract provides otherwise, all licences, sub-licences, leases and authorisations granted by the Authority to the Supplier in relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.

6. ASSETS, SUB-CONTRACTS AND SOFTWARE

6.1 Following notice of termination or partial termination of the Contract and during the Termination Assistance Period, the Supplier shall not, in respect of the terminated Services, without the Authority's prior written consent:

- (a) terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Price;
- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
- (c) terminate, enter into or vary any licence or sub-licence for software in connection with the Services.



6.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 5.3(e), the Authority shall provide written notice to the Supplier setting out:

(a) which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier in respect of the terminated Services ("**Transferring Assets**");

(b) which, if any, of:

(i) the Exclusive Assets that are not Transferable Assets; and

(ii) the Non-Exclusive Assets,

the Authority and/or the Replacement Supplier requires the continued use of; and

(c) which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services.

6.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Price at the time of expiry or termination of the Contract, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid for via the Price.

6.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.

6.5 Where the Supplier is notified in accordance with Paragraph 6.2(b) that the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

(a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or



assignment on the same terms), or failing which;

- (b) procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

6.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

6.7 The Authority shall:

- (a) accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- (b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

6.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been affected.

6.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to Paragraph 6.6 both:

- (a) in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
- (b) in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Supplier's failure to comply with clause E1.



7 STAFF

- 7.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier or Sub-contractor ceasing to provide the Services or part of them for any reason, Schedule 14 shall apply.
- 7.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.
- 7.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.
- 7.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 7.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this Paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

8 PRICE

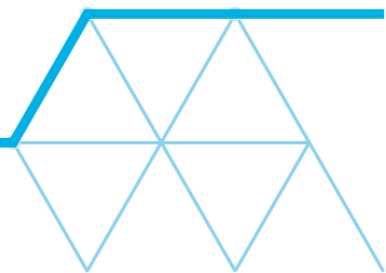
- 9.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Supplier to provide the Termination Services), the Authority shall pay the Price to the Supplier in respect of the Termination Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied in accordance with clause F4 (Change).
- 9.1 Where the Authority requests an extension to the Termination Services beyond the Termination Assistance Period in accordance with Paragraph 5.2, the same rate as set out in the Exit Plan (if any) shall be payable.
- 9.1 Except as otherwise expressly specified in the Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the



Parties to carry on after the expiry of the Termination Assistance Period.

9 APPORTIONMENTS

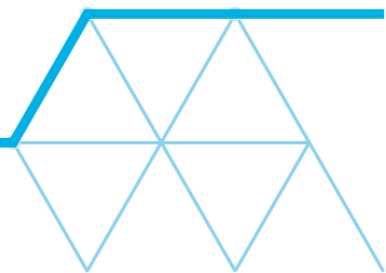
- 9.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:
- (a) the amounts shall be annualised and divided by 365 to reach a daily rate;
 - (b) the Authority shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - (c) the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.
- 9.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 9.1 as soon as reasonably practicable.



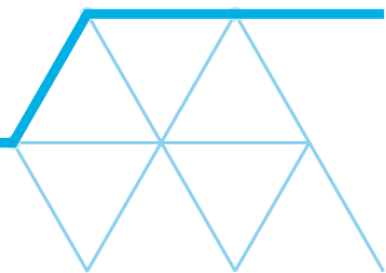
ANNEX 1

SCOPE OF THE TERMINATION SERVICES

1. The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:
 - 1.1 notifying the Sub-Contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.3 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
 - 1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;
 - 1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
 - 1.6 providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier to develop the migration plan for business operations and Authority Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;
 - 1.7 provide all necessary support, equipment, tools, and Software such as data migration services and/or automated programming interfaces, in order to enable and support the execution of the migration plan by the Authority and/or Replacement Supplier;
 - 1.8 making available to the Authority and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;
 - 1.9 agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Plan (as may be applicable);



- 1.10 assisting in the execution of a parallel operation until the effective date of expiry or termination of the Contract;
- 1.11 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
- 1.12 answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;
- 1.13 agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier, such plan shall as a minimum include the ability (with sufficient timescales) for the Authority to analyse and test the activities and functions required to migrate such Authority Data prior to actual migration;
- 1.14 providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:
 - (a) to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-Contractors (and the Supplier agrees and shall procure that its Sub-Contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material;
 - (b) following reasonable notice and during the Supplier's normal business hours, to members of the Staff who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-Contractors; and
 - (c) knowledge transfer services, including:
 - (i) transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;
 - (ii) providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
 - (iii) providing the Authority and/or the Replacement Supplier with access to such members of the Supplier's or its Sub-Contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-Contractors;



- (d) service records of Assets that are to be transferred; and
- (e) details of all staff training undertaken that would be required for their role.

1.15 The Supplier shall:

- (a) provide a documented plan relating to the training matters referred to in Paragraph 1.8 for agreement by the Authority at the time of termination or expiry of the Contract;
- (b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.9, providing skills and expertise of a suitable standard; and
- (c) fully co-operate in the execution of the Authority database migration plan agreed pursuant to Paragraph 1.13, providing skills and expertise of a reasonably acceptable standard.

1.16 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other procedures to the operations personnel of the Authority and/or the Replacement Supplier.

1.17 Without prejudice to the information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to Paragraph 1.13 shall include:

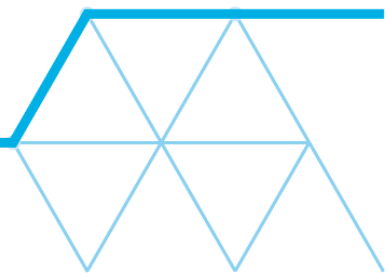
- (a) copies of up-to-date procedures and operations manuals;
- (b) product information;
- (c) agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier;
- (d) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;
- (e) information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
- (f) details of physical and logical security processes and tools which will be available to the Authority; and
- (g) any relevant interface information.

1.18 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement



Supplier and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- (a) any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 1.18 shall:
 - (i) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (ii) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and
- (b) the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.



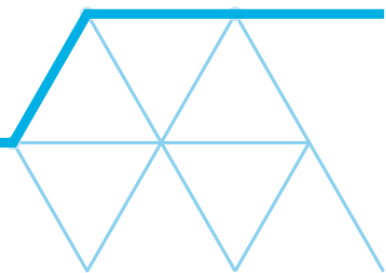
ANNEX 2

AUTHORITY EXIT INFORMATION REQUIREMENTS

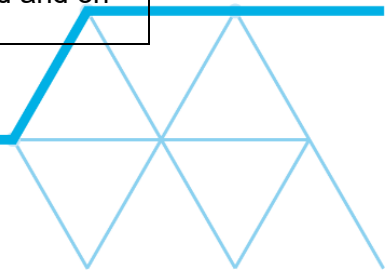
Information required	When required	Updates required
Organogram	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Job descriptions as part of an organogram	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
List of vacancies or target FTE	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period	When changes are made during the Termination Assistance Period and updated at the end of the Termination Assistance Period
Collective agreements	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Work in progress	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the	When changes are made during the Termination Assistance Period
Which shall be a record of all work that is in progress at the start of the Termination Assistance Period in sufficient detail to facilitate the orderly resumption of replacement services by the Replacement Supplier	Termination Assistance Period.	
Current Employment Tribunals and other litigation cases	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period

Inventory of Authority Data	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Details in relation to any relevant local partnerships and co-commissioned services	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	
Any information required by the Authority in relation to a configuration database technology and digital environment and system	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	Monthly or otherwise when changes are made during the Termination Assistance Period
Asset summary data	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Estate strategy Confirm intentions (for example whether a hold, exit or invest decision shall be made) to the Authority regarding exiting any premises	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Provide an excel workbook setting out: (a) Property address; (b) Postcode; (c) Tenure; (d) Property strategy (hold, exit or invest); (e) Short narrative		

Outline premises and confirmation of what each are being utilised	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Relevant lease event dates for each asset where there is a renewal or exit and confirmation of expiry or termination date.	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	Do not expect any changes to be made in relation to these. However, confirmation of any changes if they are made.
<p>Proposed process of handover of building where Authority / Supplier premises are being utilised as part of the service delivery. This should include Information on all subcontracts and co- commissioned services:</p> <ul style="list-style-type: none"> (a) Details of local supply chain arrangements; (b) List of contracts; (c) Building drawings; (d) Building lease; (e) Exit and handover protocols; (f) Building/M&E warranties 	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	Do not expect any changes to be made in relation to these. However, confirmation of any changes if they are made.



<p>Details of landlords where relevant including:</p> <ul style="list-style-type: none"> (a) Full address; (b) Post code; (c) Contact email; (d) Contact No 	<p>On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.</p>	<p>When changes are made during the Termination Assistance Period and on expiry of the relevant contract</p>
<p>Details of annual cost of asset per annum including:</p> <ul style="list-style-type: none"> (a) Rent; (b) Rates; (c) Service charge, hard and soft FM costs; (d) Insurance costs; (e) Utilities; (f) Routine maintenance costs 	<p>On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.</p>	<p>When changes are made during the Termination Assistance Period and on expiry of the relevant contract</p>
<p>Health and safety compliance. Supplier should self-certify they meet obligations set out under Health and Safety regulations.</p> <ul style="list-style-type: none"> (a) On expiry of contract provide: (b) Risk register or issues log; (c) Fire risk assessment; (d) Asbestos register; (e) Twelve (12) months results of Legionella tests (where appropriate); 	<p>On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.</p>	<p>When changes are made during the Termination Assistance Period and on expiry of the relevant contract</p>
<p>All legal documentation of each property legal</p>	<p>On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at</p>	<p>When changes are made during the Termination Assistance Period and on</p>



documents of each asset such as:	commencement of the Termination Assistance Period.	expiry of the relevant contract
(a) Interest name;		
(b) Lease or license or side agreement documentation;		
(c) Deed of variation;		
(d) License to carry out alterations etc.;		
(e) Lease or license floor plans;		
(f) Full address;		
(g) Post code;		
(h) Contact email;		
(i) Contact No		
Estate handover in the form of a project plan which shall set out key milestones for data collection, mobilisation and handover of estate	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period and on expiry of the relevant contract
Handover procedure and strategy to be deployed by the Supplier to ensure an orderly transition of the properties including building manuals where applicable	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period and on expiry of the relevant contract
Schedule of condition/condition surveys of estate to include one (1) or more of the following:	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period and on expiry of the relevant contract
(a) Planned maintenance schedules or lifecycle maintenance plan;		
(b) Dilapidations sign off		

Numbers of full time equivalent staff that are accommodated	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
No of desks held in each demised area	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Waste strategy - approach to managing waste such as office waste collection such as landfill and paper	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Energy strategy - approach to reducing carbon footprint or reducing energy costs etc.	On reasonable notice in accordance with Paragraph 3.1 of this Schedule and in any event at commencement of the Termination Assistance Period.	When changes are made during the Termination Assistance Period
Information required under Schedule 14	In accordance with Schedule 14	In accordance with Schedule 14



IN WITNESS of which the Contract is duly executed by the Parties on the date which appears at the head of page 1.

SIGNED for and on behalf of the
Secretary of State for Justice

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of Julian
House

Signature:

Name (block capitals):

Position:

Date: