Docusign Envelope ID: 15A7C041-66A8-4CC1-A723-78BCF2C27324



DATED 22 November 2024

(1) SECRETARY OF STATE FOR EDUCATION

and

(2) ECCTIS LIMITED

CONTRACT

relating to

the UK ENIC Service and Adjacent Services

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This Contract

Made

Between

(1) Secretary of State for Education (the **Authority**), of Sanctuary Buildings, Great Smith Street London SW1P 3BT; and

(2) Ecctis Limited, a company registered in England and Wales under company number 02405026 whose registered office is at Suffolk House, Suffolk Road, Cheltenham, England, GL50 2ED (the **Supplier**).

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

Introduction

A On 9 April 2024 the Authority advertised on Find a Tender (reference 2024/S 000-011541), inviting prospective suppliers to submit proposals for the UK ENIC Service & Adjacent Services.

B The Services to be provided, as set out in Schedule 2 (*Services Description*) to this Contract, are in relation to the assessment of qualifications and/or the recognition of qualifications and comparability of non-UK qualifications with those of the UK. The Services also include the provision of information on the education and training systems in the UK to support the international recognition of UK qualifications.

C The Supplier is a leading provider of services in international education and has experience in the recognition of globally portable qualifications.

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

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

It is agreed as follows:

Section A: Preliminaries

1 Definitions and Interpretation

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

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

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

(a) the Clauses and Schedule 1 (*Definitions*);

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(b) Schedules 2 (*Services Description*) and 3 (*Performance Levels*) and their Annexes;

(c) any other Schedules and their Annexes (other than Schedule 8 (*Supplier Solution*) and its Annexes); and

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

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

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

2 Due Diligence

2.1 The Supplier acknowledges that, subject to the Allowable Assumptions:

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

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

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

(i) the Authority Requirements;

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

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

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

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

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

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

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

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(C) a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract, including the Services Description and/or Authority Responsibilities as applicable.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor, subject to Clause 2.3, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:

(a) any unsuitable aspects of the Operating Environment;

(b) any misinterpretation of the Authority Requirements; and/or

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

2.3 The Parties shall comply with the provisions of Paragraph 6 of Part C of Schedule 15 (*Charges and Invoicing*) in relation to the verification of any Allowable Assumptions.

3 Warranties

3.1 The Authority represents and warrants that:

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

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

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

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

3.2 The Supplier represents and warrants that:

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

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

(c) this Contract is entered into by its duly authorised representative;

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

(e) it has notified the Authority in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending

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or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;

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

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

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

(i) 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;

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

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

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

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

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

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(o) any information, figures and data contained in any Reserves Statement provided to the Authority in accordance with Clause 4.6 is true and accurate as at the date of the Reserves Statement.

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

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

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

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

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

3.8 The Supplier indemnifies the Authority against wilful misconduct of the Supplier, Subcontractor and Supplier Personnel that impacts the Contract.

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Section B: The Services

4 Term

4.1 This Contract shall:

(a) come into force on the Effective Date, save for Clauses 1 (*Definitions and Interpretation*), 3 (*Warranties*), 4 (*Term*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 22 (*Publicity and Branding*), 23 (*Limitations on Liability*), 35 (*Waiver and Cumulative Remedies*), 36 (*Relationship of the Parties*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 42 (*Notices*), 43 (*Disputes*) and 44 (*Governing Law and Jurisdiction*), which shall be binding and enforceable as between the Parties from the date of signature; and

(b) unless terminated at an earlier date by operation of Law or in accordance with Clause 31 (*Termination Rights*), terminate:

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

(ii) if the Authority elects to extend the Initial Term by giving the Supplier at least 3 months' notice before the end of the Initial Term, at the end of the Extension Period.

Condition Precedent

4.2 Save for Clauses 1 (Definitions and Interpretation), 3 (Warranties), 4 (Term), 19 (Confidentiality), 20 (Transparency and Freedom of Information), 22 (Publicity and Branding), 23 (Limitations on Liability), 35 (Waiver and Cumulative Remedies), 36 (Relationship of the Parties), 38 (Severance), 40 (Entire Agreement), 41 (Third Party Rights), 42 (Notices), 43 (Disputes) and 44 (Governing Law and Jurisdiction), this Contract is conditional upon the valid delivery to the Authority of the Supplier's Reserves Statement in respect of the first Contract Year, in accordance with Clause 4.5 below (the Condition Precedent). The Authority may in its sole discretion at any time agree to waive compliance with the Condition Precedent by giving the Supplier notice in writing.

4.3 The Supplier shall satisfy, or procure the satisfaction of, the Condition Precedent within 30 Working Days of the date of this Contract. In the event that the Condition Precedent is not satisfied within this timescale then, unless the Condition Precedent is waived by the Authority in accordance with Clause 4.2:

(a) this Contract shall automatically cease and shall not come into effect; and

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

4.4 The Supplier shall keep the Authority fully informed of any circumstances which are likely to result in the condition not being satisfied by the date set out in Clause 4.3.

Reserves Statement

4.5 The Supplier has an obligation to maintain the following minimum amounts in its Reserves Statement for each Contract Year:

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Contract Year	Minimum Statement Value
first Contract Year	[redacted]
second Contract Year	[redacted]
third Contract Year	[redacted]
fourth Contract Year	[redacted]
fifth Contract Year	[redacted]
any other Contract Year	[redacted]

4.6 The Supplier shall promptly provide to the Authority a valid copy of its Reserves Statement throughout the Term, upon reasonable written request from the Authority.

4.7 Where:

(a) the Supplier fails to provide its Reserves Statement in accordance with Clause 4.6, upon 30 days' written notice;

(b) the Reserves Statement fails to show the amount specified in Clause 4.5 for any reason; or

(c) the Authority reasonably believes that any information, figures and data contained in any Reserves Statement provided to the Authority in accordance with Clause 4.6 is inaccurate or misleading as at the date of the Reserves Statement,

without prejudice to the Authority's other rights and remedies arising from this Contract, the Supplier shall upon request from the Authority, promptly provide the Authority with all reasonable co-operation necessary to facilitate the execution of the Guarantee with the Guarantor, and delivery to the Authority of the same.

4.8 Where the Guarantee is entered into pursuant to Clause 4.7 , the Supplier's obligation to:

(a) maintain the Reserves Statement in accordance with Clause 4.5; and

(b) provide the Reserves Statement in accordance with Clause 4.6,

shall cease to apply from the date the Guarantee is executed and delivered to the Authority.

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5 Services

Standard of Services

5.1 The Supplier shall provide:

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

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

5.2 The Supplier shall ensure that:

(a) the Services:

(i) comply in all respects with the Services Description; and

(ii) are supplied in accordance with the Supplier Solution and the provisions of this Contract; and

(b) where:

(i) the Operational Services to be provided from any Operational Service Commencement Date are similar to services that the Authority was receiving immediately prior to that Operational Service Commencement Date (such similar services being **Preceding Services**); and

(ii) the standard and level of service received by the Authority in respect of any of the Preceding Services in the 12 month period immediately prior to that Operational Service Commencement Date have been disclosed to the Supplier in the Due Diligence Information (such preceding services being **Relevant Preceding Services**),

the Operational Services to be provided from the relevant Operational Service Commencement Date that are similar to the Relevant Preceding Services are in each case provided to a standard and level of service which is at least as good as the standard and level of service received by the Authority in respect of the Relevant Preceding Services in the 12 month period immediately prior to the relevant Operational Service Commencement Date.

5.3 The Supplier shall:

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

(i) all applicable Law;

(ii) Good Industry Practice;

(iii) the Standards;

(iv) the Quality Plans;

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(v) the Authority IT Strategy; and

(vi) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3(a)(i) to 5.3(a)(v); and

(b) indemnify the Authority against any costs resulting from any breach by the Supplier of any applicable Law relating to the Contract; and

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

5.4 In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3(a)(i) to 5.3(a)(v), the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

Supplier covenants

5.5 The Supplier shall:

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

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

(c) ensure that:

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

(ii) the release of any new Software or upgrade to any Software complies with the interface requirements in the Services Description and (except in relation to new Software or upgrades which are released to address Malicious Software or to comply with the requirements of Schedule 5 (*Security Management*)) shall notify the Authority 3 months before the release of any new Software or Upgrade;

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

(iv) any products or services recommended or otherwise specified by the Supplier for use by the Authority in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the Authority Requirements; and

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

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

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

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

(i) reasonable information (including any Documentation);

(ii) advice; and

(iii) reasonable assistance,

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

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

(ii) being open, transparent and responsive in sharing relevant and accurate information with such Other Suppliers;

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

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

(v) identifying, implementing and capitalising on opportunities to improve Deliverables and deliver better solutions and performance throughout the relationship lifecycle;

(h) to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Supplier;

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(i) unless it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 5.5(h);

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

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

(l) notify the Authority in writing as soon as reasonably possible and in any event within 1 month of any change of Control taking place;

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

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

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

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

5.7 Without prejudice to Clauses 17.2 and 17.3 (*IPRs Indemnity*) and any other rights and remedies of the Authority howsoever arising, the Supplier shall:

(a) remedy any breach of its obligations in Clauses 5.5(b) to 5.5(d) inclusive within 3 Working Days of becoming aware of the breach or being notified of the breach by the Authority where practicable or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred);

(b) remedy any breach of its obligations in Clause 5.5(a) and Clauses 5.5(e) to 5.5(k) inclusive within 20 Working Days of becoming aware of the breach or being notified of the breach by the Authority; and

(c) meet all the costs of, and incidental to, the performance of such remedial work,

and any failure of the Supplier to comply with its obligations under Clause 5.7(a) or Clause 5.7(b) within the specified or agreed timeframe shall constitute a Notifiable Default.

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Specially Written Software warranty

5.8 Without prejudice to Clauses 5.5 (*Supplier Covenants*) and 5.7 (*Services*) and any other rights and remedies of the Authority howsoever arising, the Supplier warrants to the Authority that all components of the Specially Written Software shall:

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

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

(c) not infringe any Intellectual Property Rights.

Continuing obligation to provide the Services

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

(a) any withholding of the Service Charges by the Authority pursuant to Clause 7.2(d)(ii) (*Performance Failures*);

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

(c) any failure by the Authority to pay any Charges,

unless the Supplier is entitled to terminate this Contract under Clause 31.4(a) (*Termination by the Supplier*) for failure to pay undisputed Charges.

Optional Services

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

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

5.12 Following receipt of the Authority's notice pursuant to Clause 5.10:

(a) the Parties shall document the inclusion of the relevant Optional Services within the Services in accordance with the Change Control Procedure, modified to reflect the fact that the terms and conditions on which the Supplier shall provide the relevant Optional Services have already been agreed;

(b) the Supplier shall implement and Test the relevant Optional Services in accordance with the Optional Services Implementation Plan;

(c) any additional charges for the Optional Services shall be incorporated in the Charges as specified in Paragraph 3 of Part B of Schedule 15 (*Charges and Invoicing*); and

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(d) the Supplier shall, from the date agreed in the Optional Services Implementation Plan (or, if later, the date of Achievement of any Milestones associated with the commencement of the relevant Optional Services (if any)), provide the relevant Optional Services to meet or exceed the applicable Target Performance Level in respect of all Performance Indicators applicable to the Optional Services as set out in Annex 1 of Schedule 3 (*Performance Levels*).

Power of attorney

5.13 By way of security for the performance of its obligations under Clauses 5.5(h) and 5.5(i) (*Supplier covenants*) the Supplier:

(a) hereby irrevocably appoints the Authority as its agent and attorney to act with full power and authority in the Supplier's name and on its behalf to do all such acts and execute all such documents as may be necessary or desirable to enforce any such warranties and/or effect any such assignment as are referred to in such Clauses and to delegate one or more of the powers conferred on it by this Clause 5.13 (other than the power to delegate) to officer(s) appointed for that purpose by the Authority and may vary or revoke such delegation at any time;

(b) shall promptly, at its own expense, execute any deed that the Authority may reasonably require to create or perfect the appointment of the power of attorney referred to in this Clause 5.13; and

(c) ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in this Clause 5.13.

Authority Responsibilities

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

6 Implementation

Quality Plans

6.1 The Supplier shall develop, within 20 Working Days of the Effective Date, quality plans that ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it (**Quality Plans**).

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

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

(a) the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and

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

Implementation Plan and Delays

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

6.5 The Supplier shall:

(a) comply with the Implementation Plan; and

(b) ensure that each Milestone is Achieved on or before its Milestone Date.

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

(a) it shall:

(i) notify the Authority in accordance with Clause 25.1 (*Rectification Plan Process*); and

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

(iii) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and

(b) where there is a Delay or anticipated Delay in relation to a Milestone, the provisions of Clause 26 (*Delay Payments*) shall apply.

Testing and Achievement of Milestones

6.7 The Parties shall comply with the provisions of Schedule 14 (*Testing Procedures*) in relation to the procedures to determine whether a Milestone or Test has been Achieved.

7 Performance Indicators

7.1 The Supplier shall:

(a) provide the Operational Services in such a manner so as to meet or exceed the Target Performance Level for each Performance Indicator from the Milestone Date for each relevant CPP Milestone; and

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

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Performance Failures

7.2 If in any Service Period:

(a) a KPI Failure occurs, Service Credits shall be deducted from the Service Charges in accordance with Paragraph 3 of Part C of Schedule 15 (*Charges and Invoicing*);

(b) a Material KPI Failure occurs, the Supplier shall comply with the Rectification Plan Process (in addition to Service Credits accruing in accordance with Clause 7.2(a));

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

(d) a Material PI Failure occurs:

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

(ii) the Authority may withhold a proportionate amount of the Service Charges in accordance with the process set out in Clause 10.7 (*Set Off and Withholding*) until the relevant Material PI Failure is rectified to the reasonable satisfaction of the Authority, at which point the Authority shall pay the amount withheld.

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

(a) the Supplier has over the previous 12 month period accrued Service Credits in excess of the Service Credit Cap;

(b) the KPI Failure:

(i) breaches the relevant KPI Service Threshold;

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

(iii) results in:

(A) the corruption or loss of any Authority Data (in which case the remedies under Clause 18.7 (*Authority Data and Security Requirements*) shall also be available); and/or

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

(c) the Supplier has fraudulently misreported its performance against any Performance Indicator; and/or

(d) the Authority is otherwise entitled to or does terminate the relevant Services or this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*).

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Unacceptable KPI Failure

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

(a) the Authority shall (subject to the Service Credit Cap set out in Clause 23.4(b) (*Financial and other limits*)) be entitled to withhold and retain as compensation for the Unacceptable KPI Failure a sum equal to any Service Charges which would otherwise have been due to the Supplier in respect of that Service Period (such sum being **Compensation for Unacceptable KPI Failure**); and

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

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

7.5 The Supplier:

(a) agrees that the application of Clause 7.4 is commercially justifiable where an Unacceptable KPI Failure occurs; and

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

Critical Performance Failure

7.6 If a Critical Performance Failure occurs, the Authority may exercise its rights to terminate this Contract in whole or in part pursuant to Clause 31.1 or 31.2 (*Termination by the Authority*).

Changes to Performance Indicators and Service Credits

7.7 Not more than once in each Contract Year the Authority may, on giving the Supplier at least 3 months' notice:

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

(b) convert one or more:

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

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

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

(a) the total number of Key Performance Indicators does not exceed 20;

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

(c) there is no change to the Service Credit Cap.

8 Services Improvement

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

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

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

(c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or reduction of operational risk;

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

(e) changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.

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

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

9 Equipment and Maintenance

Supplier Equipment

9.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Authority Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Contract the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Authority Premises, including the cost of packing, carriage and making good the Sites and/or the Authority Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.

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

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

Maintenance

9.4 The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the **Maintenance Schedule**) which shall be agreed with the Authority. Once the Maintenance Schedule has been agreed with the Authority Representative, the Supplier shall only undertake such planned maintenance (which shall be known as **Permitted Maintenance**) in accordance with the Maintenance Schedule.

9.5 The Supplier shall give as much notice as is reasonably practicable to the Authority Representative prior to carrying out any Emergency Maintenance.

9.6 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the IT Environment or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the IT Environment and the Services.

Section C: Payment, Taxation and Value for Money Provisions

10 Financial and Taxation Matters

Charges and Invoicing

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

10.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 6.7 (*Testing and Achievement of Milestones*), 12 (*Records, Reports, Audits and Open Book Data*), 20 (*Transparency and Freedom of Information*), 21 (*Protection of Personal Data*) and, to the extent specified therein, Clause 27 (*Remedial Adviser*) and Clause 28 (*Step-In Rights*).

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

VAT

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

10.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this

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Clause 10.5 shall be paid in cleared funds by the Supplier to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority.

Set-off and Withholding

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

10.7 If the Authority wishes to:

(a) set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier pursuant to Clause 10.6; or

(b) exercise its right pursuant to Clause 7.2(d)(ii) (*Performance Failures*) to withhold payment of a proportion of the Service Charges,

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

Benchmarking

10.8 The Parties shall comply with the provisions of Schedule 17 (*Benchmarking*) in relation to the benchmarking of any or all of the Services.

Financial Distress

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

Promoting Tax Compliance

10.10 If, at any point 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 provide to the Authority:

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

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

Section D: Contract Governance

11 Governance

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

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Representatives

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

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

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

12 Records, Reports, Audits & Open Book Data

12.1 The Supplier shall comply with the provisions of:

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

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

12.2 The Parties shall comply with the provisions of:

(a) Part B of Schedule 19 (*Financial Reports and Audit Rights*) in relation to the provision of the Financial Reports; and

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

13 Change

Change Control Procedure

13.1 Any requirement for a Change shall be subject to the Change Control Procedure.

Change in Law

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

(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 Effective Date.

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13.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 13.2(b)), the Supplier shall:

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

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

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

(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;

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

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

13.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 13.2(b)) shall be implemented in accordance with the Change Control Procedure.

Section E: Supplier Personnel and Supply Chain

14 Supplier Personnel

14.1 The Supplier shall:

(a) Provide in advance of any admission to Authority Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;

(b) ensure that all Supplier Personnel:

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

(ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2 (*Services Description*) and Schedule 5 (*Security Management*); and

(iii) comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including the security requirements as set out in Schedule 5 (*Security Management*);

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

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

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

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

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

(h) procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Contract.

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

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

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

Key Personnel

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

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

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

(a) requested to do so by the Authority;

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

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

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

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14.6 The Supplier shall:

(a) notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

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

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

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

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

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

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

Employment Indemnity

14.7 The Parties agree that:

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

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

Income Tax and National Insurance Contributions

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

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

(b) indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim

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arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Staff Transfer

14.9 The Parties agree that:

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

(i) where the Relevant Transfer involves the transfer of Transferring Authority Employees, Part A and Part D of Schedule 28 (*Staff Transfer*) shall apply;

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

(iii) where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Supplier Employees, Parts A, B and D of Schedule 28 (*Staff Transfer*) shall apply; and

(iv) Part C of Schedule 28 (*Staff Transfer*) shall not apply;

(b) where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 28 (*Staff Transfer*) shall apply, Part D of Schedule 28 may apply and Parts A and B of Schedule 28 (*Staff Transfer*) shall not apply; and

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

15 Supply Chain Rights and Protections

Advertising Sub-contract Opportunities

15.1 The Supplier shall:

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

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

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

(d) provide reports on the information at Clause 15.1(c) to the Authority in the format and frequency as reasonably specified by the Authority; and

(e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

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15.2 Each advert referred to in Clause 15.1 above shall provide a full and detailed description of the Sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

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

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

Appointment of Sub-contractors

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

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

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

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

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

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

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

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

15.7 If requested by the Authority within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 15.6, the Supplier shall also provide:

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

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

15.8 The Authority may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 15.6 (or, if later, receipt of any further information requested pursuant to Clause 15.7), object to the appointment of the relevant Sub-contractor if it considers that:

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

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

(c) the proposed Sub-contractor employs unfit persons; and/or

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(d) the proposed Sub-contractor should be excluded in accordance with Clause 15.22 (*Termination of sub-contracts*);

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

15.9 If:

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

(i) the Supplier's notice issued pursuant to Clause 15.6; and

(ii) any further information requested by the Authority pursuant to Clause 15.7; and

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

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

Appointment of Key Sub-contractors

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

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

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

(c) the proposed Key Sub-contractor employs unfit persons; and/or

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

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

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

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

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

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

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

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

(i) data protection requirements set out in Clauses 18 (Authority *Data and Security Requirements*) and 21 (*Protection of Personal Data*);

(ii) FOIA requirements set out in Clause 20 (*Transparency and Freedom of Information*);

(iii) the obligation not to embarrass the Authority or otherwise bring the Authority into disrepute set out in Clause 5.5(n) (*Services*);

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

(v) the conduct of Audits set out in Part C of Schedule 19 (*Financial Reports and Audit Rights*);

(f) provisions enabling the Supplier to terminate the Key Sub-contract on notice on terms no more onerous on the Supplier than those imposed on the Authority under Clauses 31.1(a) (*Termination by the Authority*) and 32.5 (*Payments by the Authority*) and Schedule 16 (*Payments on Termination*) of this Contract;

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

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

(i) a provision enabling the Supplier, the Authority or any other person on behalf of the Authority to step-in on substantially the same terms as are set out in Clause 28 (*Step-in Rights*);

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

(k) a provision requiring the Key Sub-contractor to:

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

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

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

and in any event, provide such notification within 10 Working Days of the date on which the Key Sub-contractor first becomes aware of such); and

(ii) co-operate with the Supplier and the Authority in order to give full effect to the provisions of Schedule 18 (*Financial Distress*), including meeting with the Supplier and the Authority to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Paragraph 4.3(b)(ii) of Schedule 18 (*Financial Distress*).

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

Supply chain protection

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

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

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

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

(ii) require the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

(iii) if the Supplier or other party fails to consider and verify an invoice in accordance with Clause 15.14(b)(ii), the invoice shall be regarded as valid and undisputed for the purpose of Clause 15.14(b)(iv) after a reasonable time has passed;

(iv) require the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;

(v) give the Authority a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and

(vi) require the Sub-contractor to include a clause to the same effect as this Clause 15.14 in any contracts it enters into wholly or substantially for the

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purpose of performing or contributing to the performance of the whole or any part of this Contract.

15.15 The Supplier shall:

(a) pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed;

(b) include within the Balanced Scorecard Report produced by it pursuant to Schedule 3 (*Performance Levels*) a summary of its compliance with Clause 15.15(a), such data to be certified each Quarter by a director of the Supplier as being accurate and not misleading.

15.16 Without prejudice to Clause 15.15(a), the Supplier shall:

(a) pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:

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

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

(b) include within the Balanced Scorecard Report produced by it pursuant to Schedule 3 (*Performance Levels*) a summary of its compliance with Clause 15.16(a), such data to be certified every six months by a director of the Supplier as being accurate and not misleading.

15.17 If any Balanced Scorecard Report shows that in either of the last two six month periods the Supplier failed to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt, the Supplier shall upload to the Virtual Library within 15 Working Days of submission of the latest Balanced Scorecard Report an action plan (the **Action Plan**) for improvement. The Action Plan shall include, but not be limited to, the following:

(a) identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt;

(b) actions to address each of the causes set out in Clause 15.17(a); and

(c) mechanism for and commitment to regular reporting on progress to the Supplier's Board.

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

15.19 Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.

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15.20 The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Supplier's Solution (to the extent it is not already included).

15.21 Notwithstanding any provision of Clauses 19 (*Confidentiality*) and 22 (*Publicity and Branding*), if the Supplier notifies the Authority (whether in a Balanced Scorecard Report or otherwise) that the Supplier has failed to pay a Sub-contractor's undisputed invoice within thirty (30) days of receipt or that it has failed to pay 95% or above of its Sub-Contractors or Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Termination of Sub-contracts

15.22 The Authority may require the Supplier to terminate:

(a) a Sub-contract where:

(i) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 31.1(b) (*Termination by the Authority*);

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

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

(iv) the Authority has found grounds for exclusion of the Sub-contractor in accordance with Clause 15.26 (*Exclusion of Sub-contractors)*; and

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

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

(ii) the Authority has not served its notice of objection within 6 months of the later of the date the change of Control took place or the date on which the Authority was given notice of the change of Control.

Competitive Terms

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

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

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

Retention of Legal Obligations

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

Exclusion of Sub-contractors

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

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

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

Reporting SME/VCSE Sub-contracts

15.27 In addition to any other Management Information requirements set out in this Contract, the Supplier agrees that it shall, at no charge, provide timely, full, accurate and complete Supply Chain Transparency Reports to the Authority thirty (30) days prior to the of the end of each financial year by providing all of the information described in the Supply Chain Transparency Information Template in the format set out in the Schedule 24 (*Reports and Records Provisions*) Annex 3 and in accordance with any guidance issued by the Authority from time to time.

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

Section F: Intellectual Property, Data and Confidentiality

16 Intellectual Property Rights

16.1 The Parties agree that the terms set out in Schedule 32 (*Intellectual Property Rights*) shall apply to this Contract.

17 IPRs Indemnity

17.1 The Supplier shall at all times, during and after the Term, on written demand indemnify the Authority and each other Indemnified Person, and keep the Authority and each other

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Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.

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

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

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

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

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

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

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

17.3 If the Supplier elects to procure a licence in accordance with Clause 17.2(a) or to modify or replace an item pursuant to Clause 17.2(b), but this has not avoided or resolved the IPRs Claim, then:

(a) the Authority may terminate this Contract (if subsisting in accordance with Clause 31.1) with immediate effect by written notice to the Supplier; and

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

18 Authority Data and Security Requirements

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

18.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.

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

18.4 The Supplier shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any Sub-contractor.

18.5 The Supplier shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Service Continuity Plan. The

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Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at all times upon request and are delivered to the Authority at no less than 6 monthly intervals (or such other intervals as may be agreed in writing between the Parties) via a secure encrypted method.

18.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Requirements.

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

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

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

18.9 The Supplier shall comply with the requirements of Schedule 5 (*Security Management*).

19 Confidentiality

19.1 For the purposes of this Clause 19, the term **Disclosing Party** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **Recipient** shall mean the Party which receives or obtains directly or indirectly Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) its auditors; and

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

Where the Supplier discloses Confidential Information of the Authority pursuant to this Clause 19.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

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

(a) on a confidential basis to any Crown Body for any proper purpose of the Authority or of the relevant Crown Body;

(b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

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

(d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 19.6(a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;

(e) on a confidential basis for the purpose of the exercise of its rights under this Contract, including the Audit Rights, its step-in rights pursuant to Clause 28 (*Step-In Rights*), its rights to appoint a Remedial Adviser pursuant to Clause 27 (*Remedial Adviser*) and Exit Management rights; or

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

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

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

20 Transparency and Freedom of Information

20.1 The Parties acknowledge that:

(a) the Transparency Reports;

(b) the content of this Contract, including any changes to this Contract agreed from time to time, except for –

(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and

(ii) Commercially Sensitive Information; and

(c) the Publishable Performance Information

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

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

20.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 1 of Schedule 24 (*Reports and Records Provisions*).

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

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

20.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 19.6(c)) and Open Book Data) publish such Information. The Supplier shall provide to the Authority within five (5) Working Days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.

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

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

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

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

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

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

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21 Protection of Personal Data

21.1 The Supplier shall indemnify the Authority against any and all Losses incurred by the Authority due to breach by the Supplier of Data Protection Legislation or Clause 21.

Status of the Controller

21.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:

(a) Controller (where the other Party acts as the Processor);

(b) Processor (where the other Party acts as the Controller);

(c) Joint Controller (where both Parties are considered to jointly control the same Personal Data);

(d) Independent Controller of the Personal Data where the other Party is also Controller of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in Schedule 31 (*Processing Personal Data*) which scenario or scenarios are intended to apply under this Contract.

Where one Party is Controller and the other Party its Processor

21.3 Where a Party is a Processor, the only processing that it is authorised to do is listed in Schedule 31 (*Processing Personal Data*) by the Controller and may not be determined by the Processor. The term processing and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).

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

21.5 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.

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

(a) process that Personal Data only in accordance with Schedule 31 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18 (*Authority Data and Security Requirements*), 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 this Contract (and in particular Schedule 31 (*Processing Personal Data*));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Clause 21, Clauses 19 (*Confidentiality*) and 18 (*Authority Data and Security Requirements*);

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

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

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of

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DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

(ii) the Controller and/or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the Controller which could include relevant parties entering into:

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

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

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

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

as well as any additional measures determined by the Controller being implemented by the importing party;

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

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

(v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and

(e) at the written direction of the Controller, 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.

21.7 Subject to Clause 21.8, the Processor shall notify the Controller immediately if it:

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

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

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

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(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

21.8 The Processor's obligation to notify under Clause 21.7 shall include the provision of further information to the Controller in phases, as details become available.

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

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

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

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

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

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

21.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 21. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

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

21.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

21.12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

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

(a) notify the Controller in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Clause 21 such that they apply to the Sub-processor; and

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

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

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

Where the Parties are Independent Controllers of Personal Data

21.16 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.

21.17 Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

21.18 Where a Party has provided Personal Data to the other Party in accordance with Clause 21.16, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21.19 The Parties shall be responsible for their own compliance with Articles 13 and 14 of the UK GDPR in respect of the processing of Personal Data for the purposes of this Contract.

21.20 The Parties shall only provide Personal Data to each other:

(a) to the extent necessary to perform the respective obligations under this Contract;

(b) in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);

(c) where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(i) the destination country has been recognised as adequate by the UK government is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or

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(ii) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include the relevant parties entering into:

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

1) the UK International Data Transfer Agreement (the **IDTA**) as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

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

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

as well as any additional measures determined by the Controller being implemented by the importing party;

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

(iv) the transferring Party 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 non-transferring Party in meeting its obligations); and

(v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

(d) where it has recorded it in Schedule 31 (*Processing Personal Data*).

21.21 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

21.22 A Party processing Personal Data for the purposes of this Contract shall maintain a record of its processing activities in accordance with Article 30 of the UK GDPR and shall make the record available to the other Party upon reasonable request.

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21.23 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract (**the Request Recipient**):

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and

(ii) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

21.24 Each party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other party pursuant to this Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

21.25 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Schedule 31 (*Processing Personal Data*).

21.26 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in Schedule 31 (*Processing Personal Data*).

21.27 Notwithstanding the general application of Clauses 21.3 to 21.15 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Clause 21.16 to 21.26.

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Standard Contractual Clauses

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

(a) withdrawn, invalidated, overruled or otherwise ceases to have effect, or

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

(c) Clauses 21.29 to 21.30 below shall apply.

21.29 The Parties agree:

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

(b) that, where no other appropriate safeguard or exemption applies, that the Personal Data subject to this Contract (and to which Chapter V of the EU GDPR applies) will be transferred in accordance with those Standard Contractual Clauses as of the date the Parties entered into those Standard Contractual Clauses;

(c) to use best endeavours to complete the annexes to the Standard Contractual Clauses promptly and at their own cost for the purpose of giving full effect to them; and

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

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

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

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

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

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

22 Publicity and Branding

22.1 The Supplier shall not:

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

(b) use the Authority's name or brand in any promotion or marketing or announcement of orders;

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

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

Section G: Liability, Indemnities and Insurance

23 Limitations on Liability

Unlimited liability

23.1 Neither Party limits its liability for:

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

(b) fraud or fraudulent misrepresentation by it or its employees;

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

(d) any liability to the extent it cannot be limited or excluded by Law.

23.2 The Supplier's liability in respect of the indemnities in Clause 10.5 (*VAT*), Clause 14.7 (*Employment Indemnity*), Clause 14.8 (*Income Tax and National Insurance Contributions*), Clause 17 (*IPRs Indemnity*), Schedule 28 (*Staff Transfer*) and the Annexes to Schedule 28 (*Staff Transfer*) shall be unlimited.

23.3 The Authority's liability in respect of the indemnities in Clause 14.7 (*Employment Indemnity*), Schedule 28 (*Staff Transfer*) and the Annexes to Schedule 28 (*Staff Transfer*) shall be unlimited.

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Financial and other limits

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

(a) the Supplier's aggregate liability in respect of loss of or damage to the Authority Premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £5 million;

(b) the Supplier's aggregate liability in respect of loss or damage to Authority Data and the indemnity at Clause 21.1 (*Protection of Personal Data)* in each and any Contract Year shall in no event exceed £10 million;

(c) the Supplier's aggregate liability in respect of all:

(i) Service Credits; and

(ii) Compensation for Unacceptable KPI Failure;

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

(d) the Supplier's aggregate liability in respect of all other Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Supplier, including the Supplier's aggregate liability in respect of the indemnity at Clause 5.3(b) shall in no event exceed:

(i) in relation to Defaults occurring in the first Contract Year, an amount equal to 150% of the Estimated Year 1 Charges;

(ii) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the Default; and

(iii) in relation to Defaults occurring after the end of the Term, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term,

provided that where any Losses referred to this Clause 23.4(d) have been incurred by the Authority as a result of the Supplier's abandonment of this Contract or the Supplier's wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract or the Supplier's aggregate liability in respect of the indemnity at Clause 3.8, the references in such Clause to 150% shall be deemed to be references to 200%.

23.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 23.4(c).

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

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(a) the Authority's total aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of early termination of this Contract by the Authority pursuant to Clause 31.1(a) (*Termination by the Authority*) or by the Supplier pursuant to Clause 31.4(a) (*Termination by the Supplier*) shall in no event exceed the following amounts:

(i) in relation to the Unrecovered Payment, the amount set out in Paragraph 7 of Schedule 16 (*Payments on Termination*);

(ii) in relation to the Breakage Costs Payment, the amount set out in Paragraph 3 of Schedule 16 (*Payments on Termination*); and

(iii) in relation to the Compensation Payment, the amount set out in Paragraph 9 of Schedule 16 (*Payments on Termination*); and

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

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

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

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

Consequential Losses

23.7 Subject to Clauses 23.1, 23.2 and 23.3 (*Unlimited Liability*) and Clause 23.8 (*Consequential Losses)*, neither Party shall be liable to the other Party for:

(a) any indirect, special or consequential Loss; and/or

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

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

(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 cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs

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associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;

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

Conduct of indemnity claims

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

Mitigation

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

24 Insurance

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

Section H: Remedies and Relief

25 Rectification Plan Process

25.1 In the event that:

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

(b) in any Service Period there has been:

(i) a Material KPI Failure; and/or

(ii) a Material PI Failure; and/or

(c) the Supplier commits a Material Default that is capable of remedy,

(each a **Notifiable Default**), the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within 3 Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Contract in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

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Notification

25.2 If:

(a) the Supplier notifies the Authority pursuant to Clause 25.1 (*Rectification Plan Process)* that a Notifiable Default has occurred; or

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

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

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

Submission of the draft Rectification Plan

25.4 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Clause 25.2 (*Notification*). The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

25.5 The draft Rectification Plan shall set out:

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

(b) the actual or anticipated effect of the Notifiable Default; and

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

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

Agreement of the Rectification Plan

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

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

(b) will take too long to complete;

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

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

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

25.9 If the Authority consents to the Rectification Plan:

(a) the Supplier shall immediately start work on the actions set out in the Rectification Plan; and

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

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

26 Delay Payments

26.1 If a Milestone has not been Achieved by its relevant Milestone Date, the provisions of Paragraph 1 of Part C of Schedule 15 (*Charges and Invoicing*) shall apply in relation to the payment of Delay Payments.

26.2 Delay Payments shall be the Authority's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:

(a) the Authority is entitled to or does terminate this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*); or

(b) the Delay exceeds the Delay Deduction Period.

27 Remedial Adviser

27.1 If:

(a) any of the Intervention Trigger Events occur; or

(b) the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur,

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

(c) a meeting between the Authority Representative and the Supplier Representative to discuss the Intervention Cause; and/or

(d) the appointment as soon as practicable by the Supplier of a Remedial Adviser, as further described in this Clause 27.

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

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

(a) the Remedial Adviser shall be:

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

(ii) if none of the persons selected by the Supplier have been approved by the Authority (or no person has been selected by the Supplier) within 10 Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;

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

(c) any right of the Authority to terminate this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties)(the **Intervention Period**).

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

(a) observe the conduct of and work alongside the Supplier Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;

(b) gather any information the Remedial Adviser considers relevant in the furtherance of its objective;

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

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

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

27.4 The Supplier shall:

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

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

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

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

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

27.5 The Supplier shall be responsible for:

(a) the costs of appointing, and the fees charged by, the Remedial Adviser; and

(b) its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this Clause 27.

27.6 If:

(a) the Supplier:

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

(ii) is in Default of any of its obligations under Clause 27.4; and/or

(b) the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a **Remedial Adviser Failure**), the Authority shall be entitled to terminate this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*).

28 Step-In Rights

28.1 On the occurrence of a Step-In Trigger Event, the Authority may serve notice on the Supplier (a **Step-In Notice**) that it will be taking action under this Clause 28 (*Step-in Rights*), either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause 19 (*Confidentiality*)). The Step-In Notice shall set out the following:

(a) the action the Authority wishes to take and in particular the Services that it wishes to control (the **Required Action**);

(b) the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier's Default;

(c) the date on which it wishes to commence the Required Action;

(d) the time period which it believes will be necessary for the Required Action;

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(e) whether the Authority will require access to the Supplier's premises and/or the Sites; and

(f) to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.

28.2 Following service of a Step-In Notice, the Authority shall:

(a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;

(b) keep records of the Required Action taken and provide information about the Required Action to the Supplier;

(c) co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Authority is not assuming control; and

(d) act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Authority's rights under this Clause 28.

28.3 For so long as and to the extent that the Required Action is continuing, then:

(a) the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;

(b) no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Clause 28.4 shall apply to Deductions from Charges in respect of other Services; and

(c) the Authority shall pay to the Supplier the Charges after subtracting any applicable Deductions and the Authority's costs of taking the Required Action.

28.4 If the Supplier demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:

(a) the degradation of any Services not subject to the Required Action; or

(b) the non-Achievement of a Milestone,

beyond that which would have been the case had the Authority not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.

28.5 Before ceasing to exercise its step in rights under this Clause 28 the Authority shall deliver a written notice to the Supplier (a **Step-Out Notice**), specifying:

(a) the Required Action it has actually taken; and

(b) the date on which the Authority plans to end the Required Action (the **Step-Out Date**) subject to the Authority being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Clause 28.6.

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28.6 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a **Step-Out Plan**) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Contract.

28.7 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

28.8 The Supplier shall bear its own costs in connection with any step-in by the Authority under this Clause 28, provided that the Authority shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:

(a) limbs (c) or (d) of the definition of a Step-In Trigger Event; or

(b) limbs (e) and (f) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Supplier's Default).

29 Authority Cause

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

(a) Achieve a Milestone by its Milestone Date;

(b) provide the Operational Services in accordance with the Target Performance Levels; and/or

(c) comply with its obligations under this Contract,

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

and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in this Clause 29):

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

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

(A) to terminate this Contract pursuant to Clause 31.1(b) (*Termination by the Authority*); or

(B) to take action pursuant to Clauses 27 (*Remedial Adviser*) or 28 (*Step-In*);

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

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

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

(C) the Supplier shall have no liability to pay any Delay Payments associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Authority Cause; and

(D) the Supplier shall be entitled to claim compensation subject to and in accordance with the principles set out in Paragraph 2 of Part C of Schedule 15 (*Charges and Invoicing*); and/or

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

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

(B) the Authority shall not be entitled to withhold any of the Service Charges pursuant to Clause 7.2(d)(ii) (*Performance Failures*);

(C) the Authority shall not be entitled to withhold and retain any Compensation for Unacceptable KPI Failure pursuant to Clause 7.4(a) (*Unacceptable KPI Failure*); and

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

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

29.2 In order to claim any of the rights and/or relief referred to in Clause 29.1, the Supplier shall as soon as reasonably practicable (and in any event within 10 Working Days) after becoming aware that an Authority Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Authority notice (a **Relief Notice**) setting out details of:

(a) the Supplier Non-Performance;

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

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

(d) the relief and/or compensation claimed by the Supplier.

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

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

29.5 Without prejudice to Clause 5.9 (*Continuing obligation to provide the Services*), if a Dispute arises as to:

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

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

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

29.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 29 shall be implemented in accordance with the Change Control Procedure.

30 Force Majeure

30.1 Subject to the remaining provisions of this Clause 30 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*)), a Party may claim relief under this Clause 30 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

30.2 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.

30.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 30 to the extent that consequences of the relevant Force Majeure Event:

(a) are capable of being mitigated, but the Supplier has failed to do so;

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

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

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30.4 Subject to Clause 30.5, 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.

30.5 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.

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

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

(i) the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure other than pursuant to Clause 31.1(c) (*Termination by the Authority*) or Clause 31.4(b) (*Termination by the Supplier*); and

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

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

(i) the Authority shall not be entitled:

(A) during the continuance of the Force Majeure Event to exercise its rights under Clause 27 (*Remedial Adviser*) and/or Clause 28 (*Step-in Rights*) as a result of such failure;

(B) to receive Delay Payments pursuant to Clause 26 (*Delay Payments*) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and

(C) to receive Service Credits, to withhold any of the Service Charges pursuant to Clause 7.2(d)(ii) (*Performance Failures*) or withhold and retain any of the Service Charges as compensation pursuant to Clause 7.4(a) (*Unacceptable KPI Failure*) to the extent that a Performance Failure has been caused by the Force Majeure Event; and

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

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

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30.8 Relief from liability for the Affected Party under this Clause 30 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 30.7.

Section I: Termination and Exit Management

31 Termination Rights

Termination by the Authority

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

(a) for convenience at any time;

(b) if a Supplier Termination Event occurs;

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

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

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

31.2 The Authority may terminate one or more of the Adjacent Services, in whole or in part, by issuing a Termination Notice to the Supplier for convenience at any time, and the Adjacent Services, or the relevant part thereof, shall terminate on the date specified in the Termination Notice.

31.3 Where the Authority:

(a) is terminating this Contract under Clause 31.1(b) due to the occurrence of either limb (b),(h) and/or (i) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default; and/or

(b) has the right to terminate this Contract under Clause 31.1(b) or Clause 31.1(c), it may, prior to or instead of terminating the whole of this Contract, serve a Termination Notice requiring the partial termination of this Contract to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances.

Termination by the Supplier

31.4 The Supplier may, by issuing a Termination Notice to the Authority, terminate:

(a) this Contract if the Authority fails to pay an undisputed sum due to the Supplier under this Contract which in aggregate exceeds £409,935 and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Supplier or

(b) any Services that are materially impacted by a Force Majeure Event that endures for a continuous period of more than ninety (90) days,

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and this Contract or the relevant Services (as the case may be) shall then terminate on the date specified in the Termination Notice (which shall not be less than 20 Working Days from the date of the issue of the Termination Notice). If the operation of Clause 31.4(b) would result in a Partial Termination, the provisions of Clause 31.5 (*Partial Termination*) shall apply.

Partial Termination

31.5 If the Supplier notifies the Authority pursuant to Clause 31.4(b) (*Termination by the Supplier*) that it intends to terminate this Contract in part and the Authority, acting reasonably, believes that the effect of such Partial Termination is to render the remaining Services incapable of meeting a significant part of the Authority Requirements, then the Authority shall be entitled to terminate the remaining part of this Contract by serving a Termination Notice to the Supplier within 1 month of receiving the Supplier's Termination Notice. For the purpose of this Clause 31.5, in assessing the significance of any part of the Authority Requirements, regard shall be had not only to the proportion of that part to the Authority Requirements as a whole, but also to the importance of the relevant part to the Authority.

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

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

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

(c) the Supplier shall not be entitled to reject the Change.

32 Consequences of Expiry or Termination

General Provisions on Expiry or Termination

32.1 The provisions of Clauses 5.8 (*Specially Written Software warranty*), 10.4 and 10.5 (*VAT*), 10.6 and 10.7 (*Set-off and Withholding*), 12 (*Records, Reports, Audits and Open Book Data*), 14.7 (*Employment Indemnity*), 14.8 (*Income Tax and National Insurance Contributions*), 16 (*Intellectual Property Rights*), 17.1 (*IPRs Indemnity*), 19 (*Confidentiality*), 20 (*Transparency and Freedom of Information*), 21 (*Protection of Personal Data*), 23 (*Limitations on Liability*), 32 (*Consequences of Expiry or Termination*), 38 (*Severance*), 40 (*Entire Agreement*), 41 (*Third Party Rights*), 43 (*Disputes*) and 44 (*Governing Law and Jurisdiction*), and the provisions of Schedules 1 (*Definitions*), 15 (*Charges and Invoicing*), 16 (*Payments on Termination*), 19 (*Financial Reports and Audit Rights*), 23 (*Dispute Resolution Procedure*), 24 (*Reports and Records Provisions*), 25 (*Exit Management*), 28 (*Staff Transfer*), and 32 (*Intellectual Property Rights)*, shall survive the termination or expiry of this Contract.

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

Exit Management

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

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Payments by the Authority

32.4 If this Contract is terminated by the Authority pursuant to Clause 31.1(a) (*Termination by the Authority*) or by the Supplier pursuant to Clause 31.4(a) (*Termination by the Supplier*) or 34.4, the Authority shall pay the Supplier the following payments (which shall be the Supplier's sole remedy for the termination of this Contract):

(a) the Termination Payment; and

(b) the Compensation Payment, if either of the following periods is less than three hundred and sixty-five (365) days:

(i) the period from (but excluding) the date that the Termination Notice is given (or, where Paragraph 2.1(a) of Part D of Schedule 15 (*Charges and Invoicing*) applies, deemed given) by the Authority pursuant to Clause 31.1(a) (*Termination by the Authority*)) to (and including) the Termination Date; or

(ii) the period from (and including) the date of the non-payment by the Authority referred to in Clause 31.4(a) (*Termination by the Supplier*) to (and including) the Termination Date.

32.5 If this Contract is terminated (in part or in whole) by the Authority pursuant to Clauses 31.1(b), 31.1(c), 31.1 (*Termination by the Authority*) 33.8(l)(ii) and/or 33.8(l)(ii), or the Term expires, the only payments that the Authority shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

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

(b) payments in respect of unpaid Charges for Services received up until the Termination Date.

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

(a) either Party terminates or partially terminates this Contract for a continuing Force Majeure Event pursuant to Clauses 31.1(c) or 31.3(b) (*Termination by the Authority*) or 31.4(b) (*Termination by the Supplier*); or

(b) the Authority terminates this Contract under Clause 31.1(d) (*Termination by the Authority*).

Payments by the Supplier

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

32.8 If this Contract is terminated (in whole or in part) by the Authority pursuant to Clause 31.1(b) (*Termination by the Authority*) prior to Achievement of the CPP Milestone, the Authority may at any time on or within 12 months of the issue of the relevant Termination Notice by issue to the Supplier of written notice (a **Milestone Adjustment Payment Notice**) require the Supplier to repay to the Authority an amount equal to the aggregate Milestone Adjustment Payment Amounts in respect of the CPP Milestone to which the Milestone Adjustment Payment Notice relates.

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32.9 A Milestone Adjustment Payment Notice shall specify:

(a) the CPP Milestone to which it relates;

(b) in relation to each such CPP Milestone, each Deliverable relating to that CPP Milestone that the Authority wishes to retain, if any (each such Deliverable being a **Retained Deliverable**); and

(c) those Retained Deliverables, if any, the Allowable Price for which the Authority considers should be subject to deduction of an adjusting payment on the grounds that they do not or will not perform in all material respects in accordance with their specification (such adjusting payment being an **Allowable Price Adjustment**),

and may form part of a Termination Notice.

32.10 The Supplier shall within 10 Working Days of receipt of a Milestone Adjustment Payment Notice, in each case as applicable:

(a) notify the Authority whether it agrees that the Retained Deliverables which the Authority considers should be subject to an Allowable Price Adjustment as specified in the relevant Milestone Adjustment Payment Notice should be so subject; and

(b) in relation to each such Retained Deliverable that the Supplier agrees should be subject to an Allowable Price Adjustment, notify the Authority of the Supplier's proposed amount of the Allowable Price Adjustment and the basis for its approval;

(c) provide the Authority with its calculation of the Milestone Adjustment Payment Amount in respect of each CPP Milestone the subject of the relevant Milestone Adjustment Payment Notice using its proposed Allowable Price Adjustment, including details of:

(i) all relevant Milestone Payments; and

(ii) the Allowable Price of each Retained Deliverable; and

(d) provide the Authority with such supporting information as the Authority may require.

32.11 If the Parties do not agree the calculation of a Milestone Adjustment Payment Amount within 20 Working Days of the Supplier's receipt of the relevant Milestone Adjustment Payment Notice, either Party may refer the Dispute to the Dispute Resolution Procedure.

32.12 If the Authority issues a Milestone Adjustment Payment Notice pursuant to Clause 32.8:

(a) the Authority shall:

(i) securely destroy or return to the Supplier all Non-retained Deliverables that are in tangible form; and

(ii) ensure that all Non-retained Deliverables that are held in electronic, digital or other machine-readable form cease to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing such all Non-retained Deliverables,

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in each case as soon as reasonably practicable after repayment of the aggregate Milestone Adjustment Payment Amounts repayable pursuant to that Milestone Adjustment Payment Notice; and

(b) all licences granted by the Supplier pursuant to Schedule 32 (*Intellectual Property Rights*) in respect of Specially Written Software and Project Specific IPRs and any Supplier Non-COTS Software and/or Supplier Background IPRs shall terminate upon such repayment to the extent that they relate to the Non-retained Deliverables.

Section J: Miscellaneous and Governing Law

33 Compliance

Health and Safety

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

(a) all applicable Law regarding health and safety; and

(b) the Health and Safety Policy whilst at the Authority Premises.

33.2 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 Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

Employment Law

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

Equality and Diversity

33.4 The Supplier shall:

(a) perform its obligations under this Contract (including those in relation to the Services) 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 and diversity policy as provided to the Supplier from time to time; and

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

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

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Official Secrets Act and Finance Act

33.5 The Supplier shall comply with the provisions of:

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

(b) section 182 of the Finance Act 1989.

Conflicts of Interest

33.6 The Supplier:

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

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

33.7 The Authority will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Authority, such measures do not or will not resolve an actual or potential Conflict of Interest, the Authority may terminate this Contract in accordance with Clause 31.1(b) immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 32.2, 32.4 and 32.6 to 32.11 shall apply.

Modern Slavery

33.8 The Supplier:

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

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

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

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

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

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

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

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

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

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

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

(l) if the Supplier is in Default under Clauses 33.8(a) to 33.8(k) the Authority may by notice:

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

(ii) immediately terminate the Contract in accordance with Clause 31.1(b); and

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

33.9 If the Supplier notifies the Authority pursuant to Clause 33.8(k) it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

Whistleblowing

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

(a) Law;

(b) Clauses 33.1 to 33.8 or 33.11; or

(c) Clause 37.

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

34 Assignment and Novation

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

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

(a) any Crown Body; or

(b) to a body other than a Crown Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 34.2.

34.3 A change in the legal status of the Authority such that it ceases to be a Crown Body shall not (subject to Clause 34.4) affect the validity of this Contract and this Contract shall be binding on any successor body to the Authority.

34.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not a Crown Body or if a body which is not a Crown Body succeeds the Authority (any such body a **Successor Body**), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Authority under limb (k) of the definition of Supplier Termination Event (as if references in that limb (k) to the Supplier and the Guarantor were references to the Successor Body) and the consequences of termination set out in Clause 32.3 shall apply.

35 Waiver and Cumulative Remedies

35.1 The rights and remedies under this Contract may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Contract or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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

36 Relationship of the Parties

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

37 Prevention of Fraud and Bribery

37.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Effective 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

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government procurement programmes or contracts on the grounds of a Prohibited Act.

37.2 The Supplier shall not during the term of this Contract:

(a) commit a Prohibited Act; and/or

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

37.3 The Supplier shall during the term of this Contract:

(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 sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;

(c) keep appropriate records of its compliance with its obligations under Clause 37.3(a) 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.

37.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 37.1 and/or 37.2, or has reason to believe that it has or any of the Supplier Personnel have:

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

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

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

37.5 If the Supplier makes a notification to the Authority pursuant to Clause 37.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other relevant documentation in accordance with Clause 12 (*Records, Reports, Audits and Open Book Data*).

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37.6 If the Supplier is in Default under Clauses 37.1 and/or 37.2, the Authority may by notice:

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

(b) immediately terminate this Contract in accordance with Clause 31.1(b).

37.7 Any notice served by the Authority under Clause 37.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Contract shall terminate).

38 Severance

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

39 Further Assurances

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

40 Entire Agreement

40.1 This Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

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

40.3 Nothing in this Clause 40 shall exclude any liability in respect of misrepresentations made fraudulently.

41 Third Party Rights

41.1 The provisions of Clause 17.1 (*IPRs Indemnity*), Paragraphs 2.1 and 2.6 of Part A, Paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, Paragraphs 2.1 and 2.3 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of Schedule 28 (*Staff Transfer*) and the provisions of Paragraph 6.9 of Schedule 25 (*Exit Management*) (together **Third Party Provisions**) confer benefits on persons named or identified in such provisions other than the Parties (each such person a **Third Party Beneficiary**) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

41.2 Subject to Clause 41.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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

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41.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 41.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

42 Notices

42.1 Any notices sent under this Contract must be in writing.

42.2 Subject to Clause 42.4, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

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

42.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Contract:

	Supplier	Authority
Contact	[redacted]	[redacted]
Address	[redacted]	[redacted]
Email	[redacted]	[redacted]

42.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 42.2:

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(a) Step-In Notices;

(b) Force Majeure Notices;

(c) notices issued by the Supplier pursuant to Clause 31.4 (*Termination by the Supplier*);

(d) Termination Notices; and

(e) Dispute Notices.

42.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 42.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 42.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

42.6 This Clause 42 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 23 (*Dispute Resolution Procedure*)).

43 Disputes

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

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

44 Governing Law and Jurisdiction

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

44.2 Subject to Clause 43 (*Disputes*) and Schedule 23 (*Dispute Resolution Procedure*) (including the Authority's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

This Contract has been duly entered into by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of
Ecctis Limited by a director: Signature:

[redacted]

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SIGNED for and on behalf of
the Secretary of State for Education

Signature:



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Schedule 1 – Definitions

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Schedule 1 – Definitions

1 Definitions

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

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In the Contract, unless the context otherwise requires:

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

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

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

(d) a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time;

(e) the words **including**, **other**, **in particular**, **for example** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **without limitation**;

(f) references to **writing** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

(g) references to **representations** shall be construed as references to present facts, to **warranties** as references to present and future facts and to **undertakings** as references to obligations under the Contract;

(h) references to **Clauses** and **Schedules** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

(i) references to **Paragraphs** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and

(j) references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

(k) the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

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(l) where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (**EU References**) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.5 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.

Accounting Reference Date means in each year the date to which the Supplier prepares its annual audited financial statements.

Achieve means:

(a) in respect of a Test, to successfully pass a Test without any Test Issues; and

(b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 14 (*Testing Procedures*),

and **Achieved** and **Achievement** shall be construed accordingly.

Adjacent Services means the Early Years Services and the Teaching Regulation Agency Services.

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.

Allowable Price means in relation to the Retained Deliverables relating to the CPP Milestone, if any, an amount determined in accordance with the formula:

A - B

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where:

A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and

B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero,

provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone.

Allowable Price Adjustment has the meaning given in Clause 32.8(c) (*Payments by the Supplier*).

Annual Contract Report has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*).

Annual Revenue means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:

(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and

(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date.

Anticipated Contract Life Profit Margin has the meaning given in Schedule 15 (*Charges and Invoicing*).

Applicant has the meaning given in Schedule 2 (*Services Description*)**.**

Approved Sub Licensee means any of the following:

(a) a Crown Body;

(b) any third party providing services to a Crown Body; and/or

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

Assets means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets.

Associated Person has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017.

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Associates means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles.

Assurance means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority.

ATP Milestone means a Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan.

Audit means any exercise by the Authority of its Audit Rights pursuant to Clause 12 (*Records, Reports, Audit and Open Book Data*) and Schedule 19 (*Financial Reports and Audit Rights*).

Audit Agents means:

(a) the Authority's internal and external auditors;

(b) the Authority's statutory or regulatory auditors;

(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;

(d) HM Treasury or the Cabinet Office;

(e) any party formally appointed by the Authority to carry out audit or similar review functions; and

(f) successors or assigns of any of the above.

Audit Rights means the audit and access rights referred to in Schedule 19 (*Financial Reports and Audit Rights*).

Authority Assets means 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 Background IPRs means:

(a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know How, documentation, processes and procedures;

(b) IPRs created by the Authority independently of this Contract; and/or

(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;

but excluding IPRs owned by the Authority subsisting in the Authority Software.

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Authority Cause means any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:

(a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or

(b) caused by the Supplier, any Sub-contractor or any Supplier Personnel.

Authority Data means 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:

(a) supplied to the Supplier by or on behalf of the Authority; and/or

(b) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or

(c) any Personal Data for which the Authority is the Controller.

Authority IT Strategy means the Authority's IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure.

Authority Materials means the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:

(a) are owned or used by or on behalf of the Authority; and

(b) are or may be used in connection with the provision or receipt of the Services,

but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software.

Authority Premises means premises owned, controlled or occupied by the Authority and/or any Crown Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them).

Authority Representative means the representative appointed by the Authority pursuant to Clause 11.4 (*Representatives*).

Authority Requirements means the requirements of the Authority set out in Schedule 2 (*Services Description*), Schedule 3 (*Performance Levels*) Schedule 4 (*Standards*), Schedule 5 (*Security Management*), Schedule 6 (*Insurance Requirements*) Schedule 13 (*Implementation Plan*), Schedule 24 (*Reports and Records Provisions*), Schedule 25 (*Exit Management*) and Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).

Authority Responsibilities means the responsibilities of the Authority specified in Schedule 7 (*Authority Responsibilities*).

Authority's Senior Responsible Officer means the representative appointed by the Authority to resolve Disputes in accordance with Paragraph 4.1 of Schedule 23 (*Dispute Resolution Procedure*) and attend annual review meetings in accordance with Paragraph 10.2 of Schedule 21 (*Governance*), as notified to the Supplier from time to time.

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

Authority System 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 this Contract which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

Authority to Proceed or **ATP** means the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone.

Balanced Scorecard Report has the meaning given in Paragraph 1.1.2 of Part B of Schedule 3 (*Performance Levels*).

BCRM means the Supplier's back-office business customer relationship management system which is a service management system, developed by the Supplier prior to and independently of this Contract and owned by the Supplier, which is used by the Supplier to: (i) manage the processes used by the Supplier to deliver services to its customers including the Services; (ii) process data for the Authority, the Home Office and for the Supplier's own purposes; and (iii) generate products including Statements of Comparability.

BCRM Modifications means any modifications or enhancements made from time to time by or on behalf of the Supplier to the BCRM.

Board means the Supplier's board of directors.

Board Confirmation means the written confirmation from the Board in accordance with Paragraph 8 of Schedule 18 (*Financial Distress*).

Breakage Costs Payment has the meaning given in Schedule 16 (*Payments on Termination*).

Cabinet Office Markets and Suppliers Team means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function.

Certificate of Costs has the meaning given in Schedule 15 (*Charges and Invoicing*).

Change means any change to this Contract.

Change Authorisation Note means a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 (*Change Authorisation Note*).

Change Control Procedure means the procedure for changing this Contract set out in Schedule 22 (*Change Control Procedure*).

Change in Law means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date.

Change Request means a written request for a Contract Change substantially in the form of Schedule 1 (*Change Request Form*).

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Charges means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 15 (*Charges and Invoicing*), including any Milestone Payment or Service Charge.

Class 1 Transaction has the meaning set out in the listing rules issued by the UK Listing Authority.

CNI means Critical National Infrastructure.

Commercially Sensitive Information means the information listed in Schedule 9 (*Commercially Sensitive Information*) comprising the information of a commercially sensitive nature relating to:

(a) the pricing of the Services;

(b) details of the Supplier's IPRs; and

(c) the Supplier's business and investment plans;

which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

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

Compensation for Unacceptable KPI Failure has the meaning given in Clause 7.4(a) (*Unacceptable KPI Failure*).

Compensation Payment has the meaning given in Schedule 16 (*Payments on Termination*).

Condition Precedent has the meaning given in Clause 4.2 (*Condition Precedent*).

Confidential Information means Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to:

(a) the Disclosing Party Group; or

(b) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;

(c) other Information provided by the Disclosing Party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Contract;

(d) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and

(e) Information derived from any of the above,

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but not including any Information which:

(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;

(iv) was independently developed without access to the Confidential Information; or

(v) relates to the Supplier's:

(A) performance under this Contract; or

(B) failure to pay any Sub-contractor as required pursuant to Clause 15.15(a) (*Supply Chain Protection*).

Conflict of Interest means a conflict between the financial or personal duties of the Supplier or the Supplier Personnel and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

Contract means the contract between the Authority and the Supplier.

Contract Change means any change to this Contract other than an Operational Change.

Contract Inception Report means the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date.

Contracts Finder means the online government portal which allows suppliers to search for information about contracts as prescribed by Part 4 of the Public Contract Regulations 2015.

Contract Year means:

(a) a period of 12 months commencing on the Effective Date; or

(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;

provided that the final Contract Year shall end on the expiry or termination of the Term.

Control means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **Controls** and **Controlled** shall be interpreted accordingly.

Controller has the meaning given in the UK GDPR or the EU GDPR as the context requires.

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Corporate Change Event means:

(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;

(b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;

(c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;

(d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;

(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;

(f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;

(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;

(h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;

(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or

(j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales.

Corporate Change Event Grace Period means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event

Corporate Resolvability Assessment (Structural Review) means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 2 (*Corporate Resolvability Assessment*) (*Structural Review*) of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).

Costs has the meaning given in Schedule 15 (*Charges and Invoicing*).

CPP Milestone means a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or

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relevant Service is working satisfactorily in its operating environment in accordance with Schedule 14 (*Testing Procedures*).

Critical National Infrastructure means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

(a) major detrimental impact on the availability, integrity or delivery of essential services - including those services whose integrity, if compromised, could result in significant loss of life or casualties - taking into account significant economic or social impacts; and/or

(b) significant impact on the national security, national defence, or the functioning of the UK.

Critical Performance Failure means the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap.

Critical Service Contract means the overall status of the Services provided under this Contract as determined by the Authority and specified in Paragraph 1.1 of Part B to Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

Crown Copyright has the meaning given in the Copyright, Designs and Patents Act 1988

CRP Information means the Corporate Resolution Planning Information, together, the:

(a) Exposure Information (Contracts List);

(b) Corporate Resolvability Assessment (Structural Review); and

(c) Financial Information and Commentary

CRTPA means the Contracts (Rights of Third Parties) Act 1999.

Customer has the meaning given in Paragraph 12.1.1 of Schedule 2 (*Services Description*).

Database means all:

(a) methodologies created in the performance of the Services (including the UK NARIC Evaluation Criteria and Methodology and UK NARIC Band Framework); and

(b) databases used by or created in the performance of the Services (excluding the BCRM and the BCRM Modifications), including but not limited to the database management system and the databases referred to as:

(i) Statement of Comparability Data;

(ii) UKQRS Data;

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(iii) Member Enquiry Service Data;

(iv) International Comparisons data;

(v) Teacher Comparisons Data;

(vi) Vocational Comparisons Data;

(vii) European Secondary Qualifications Data;

(viii) European Grade Distributions Data;

(ix) Member/Core Bundle Data; and

(x) UK ENIC Service Documents.

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

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

Data Protection Legislation means:

(a) the UK GDPR;

(b) the DPA 2018 to the extent that it relates to processing of personal data and privacy;

(c) all applicable Law about the processing of personal data and privacy; and

(d) (to the extent that it applies) the EU GDPR.

Data Subject has the meaning given to it in the UK GDPR or the EU GDPR as the context requires.

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 their Personal Data.

Deductions means all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Contract.

Default means any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

(a) in the case of the Authority, of its employees, servants, agents; or

(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,

in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other.

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Defect means:

(a) any error, damage or defect in the manufacturing of a Deliverable; or

(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

(c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or

(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria.

Delay means:

(a) a delay in the Achievement of a Milestone by its Milestone Date; or

(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan.

Delay Deduction Period means the period of one hundred (100) days commencing on the relevant Milestone Date.

Delay Payments means the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Milestone as specified in Schedule 15 (*Charges and Invoicing*).

Deliverable means an item, feature or software delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract.

Dependent Parent Undertaking means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract.

Detailed Implementation Plan means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 13 (*Implementation Plan*).

Disclosing Party has the meaning given in Clause 19.1 (*Confidentiality*).

Disclosing Party Group means:

(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and

(b) where the Disclosing Party is the Authority, the Authority and any Crown Body with which the Authority or the Supplier interacts in connection with this Contract.

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Dispute means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.

Dispute Notice means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute.

Dispute Resolution Procedure means the dispute resolution procedure set out in Schedule 23 (*Dispute Resolution Procedure*).

Documentation means descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:

(a) is required to be supplied by the Supplier to the Authority under this Contract;

(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;

(c) is required by the Supplier in order to provide the Services; and/or

(d) has been or shall be generated for the purpose of providing the Services.

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

DPA 2018 means the Data Protection Act 2018.

Due Diligence Information means any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date.

Early Years Services means the Services described in Paragraph 20 of Part C of Schedule 2 (*Services Description*).

EEA means European Economic Area

Effective Date means the later of:

(a) the date on which this Contract is signed by both Parties; and

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(b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (*Condition Precedent*).

EIRs means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Crown Body in relation to such Regulations.

Emergency Maintenance means ad hoc and unplanned maintenance provided by the Supplier where:

(a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or

(b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault.

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;

(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation.

Employment Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced.

Estimated Year 1 Charges means the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model.

Estimated Initial Service Charges means the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model.

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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.

EU means European Union

Exit Management means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 25 (*Exit Management*).

Exit Plan means the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 25 (*Exit Management*).

Expedited Dispute Timetable means the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 23 (*Dispute Resolution Procedure*).

Expert has the meaning given in Schedule 23 (*Dispute Resolution Procedure*).

Expert Determination means the process described in Paragraph 6 of Schedule 23 (*Dispute Resolution Procedure*).

Exposure Information (Contracts List) means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 2 and Annex 1 of Part B of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).

Extension Period means:

(a) two periods of 12 consecutive months from the end of the Initial Term, in relation to the UK ENIC Services; and

(b) four periods of 12 consecutive months from the end of the Initial Term, in relation to each of the Adjacent Services.

Financial Distress Event means the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 18 (*Financial Distress*).

Financial Information and Commentary means part of the CRP Information requirements set out in accordance with Paragraph 2 and Annex 3 of Part B of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).

Financial Distress Remediation Plan means a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard.

Financial Model has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*).

Financial Reports has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*).

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Financial Transparency Objectives has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*).

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 any relevant Crown Body in relation to such Act.

Force Majeure Event means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain.

Force Majeure Notice means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.

Former Supplier has the meaning given in Schedule 28 (*Staff Transfer*).

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 national insurance contributions.

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

Go Live Readiness Date means the date of the Go Live Readiness Milestone as set out in the Implementation Plan, by which the Database and the UK ENIC Data Management System shall be fully operational.

Good Industry 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.

Guarantee means the deed of guarantee in favour of the Authority entered into by the Guarantor in accordance with Schedule 18 (*Financial Distress*) (which is in the form set out in Schedule 30 (*Guarantee*), or any guarantee acceptable to the Authority that replaces it from time to time.

Guarantor means the Supplier's guarantor under the Guarantee.

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

Health and Safety Policy means the health and safety policy of the Authority and/or other relevant Crown Body as provided to the Supplier on or before the Effective Date and as

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subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

Higher Education Institution has the meaning given in Schedule 2 (*Services Description*).

HMRC means HM Revenue & Customs.

Home Office Contract means the agreement entered into between the Supplier and the Home Office on or around the date of this Contract.

Impact Assessment has the meaning given in Schedule 22 (*Change Control Procedure*).

Implementation Period means the period between the Implementation Services Commencement Date and the Operational Services Commencement Date.

Implementation Plan means the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 13 (*Implementation Plan*)) the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 13 (*Implementation Plan*) from time to time.

Implementation Services means the implementation services described as such in the Services Description.

Implementation Services Commencement Date means the date on which the Supplier is to commence provision of the first of the Services, being the Effective Date.

Indemnified Person means the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract.

Independent Controller means a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data.

Information means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form).

Initial Term means:

(a) the period of 5 years from and including the Effective Date, in relation to the UK ENIC Services; and

(b) the period of 1 year from and including the Effective Date, in relation to the Adjacent Services.

Initial Upload Date means the occurrence of an event detailed in Schedule 24 (*Reports and Records Provisions*) Annex 3 (*Records To Upload To Virtual Library*) which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library.

Insolvency Event means, with respect to any person:

(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:

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(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or

(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;

(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;

(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;

(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(f) where that person is a company, a LLP or a partnership:

(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;

(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or

(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or

(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

(h) Intellectual Property Rights or IPRs means:

(i) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade

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marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;

(j) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(k) all other rights having equivalent or similar effect in any country or jurisdiction.

Intervention Cause has the meaning given in Clause 27.1 (*Remedial Adviser*).

Intervention Notice has the meaning given in Clause 27.1 (*Remedial Adviser*).

Intervention Period has the meaning given in Clause 27.2(c) (*Remedial Adviser*).

Intervention Trigger Event means:

(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;

(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;

(c) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or

(d) the Supplier not Achieving a Milestone within seventy-five (75) days of its relevant Milestone Date.

IP Completion Day has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020.

IPRs Claim means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Contract.

IT means information and communications technology.

IT Environment means the Authority System and the Supplier System.

Joint Controllers has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires.

Key Performance Indicator means the key performance indicators set out in Tables 1, 2 and 3 of Part A of Annex 1 of Schedule 3 (*Performance Levels*).

Key Personnel means those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 29 (*Key Personnel*) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (*Key Personnel*).

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Key Roles means a role described as a Key Role in Schedule 29 (*Key Personnel*) and any additional roles added from time to time in accordance with Clause 14.4 (*Key Personnel*).

Key Sub-contract means each Sub-contract with a Key Sub-contractor.

Key Sub-contractor means any Sub-contractor:

(a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or

(b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract (as set out in the Financial Model).

Know-How means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Contract.

KPI Failure means a failure to meet the Target Performance Level in respect of a Key Performance Indicator.

KPI Service Threshold means shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*).

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 the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

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

Licensed Software means all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software.

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

Maintenance Schedule means shall have the meaning set out in Clause 9.4 (*Maintenance*).

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.

Management Information means the management information specified in Schedule 3 (*Performance Levels*), Schedule 15 (*Charges and Invoicing*) and Schedule 21 (*Governance*) to be provided by the Supplier to the Authority.

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Material KPI Failure means:

(a) a Serious KPI Failure;

(b) a Severe KPI Failure; or

(c) a failure by the Supplier to meet a KPI Service Threshold;

Material PI Failure means:

(a) a failure by the Supplier to meet the PI Service Threshold in respect of 25% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or

(b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period.

Measurement Period means in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually).

Milestone means an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date.

Milestone Achievement Certificate means the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 14 (*Testing Procedures*).

Milestone Adjustment Payment Amount means in respect of the CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula:

A - B

where:

A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone; and

B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that CPP Milestone or, if there are no such Retained Deliverables, zero.

Milestone Adjustment Payment Notice has the meaning given in Clause 32.7 (*Payments by the Supplier*).

Milestone Date means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved.

Milestone Payment means a payment identified in Schedule 15 (*Charges and Invoicing*) to be made following the issue of a Milestone Achievement Certificate.

Milestone Retention has the meaning given in Schedule 15 (*Charges and Invoicing*).

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Minor KPI Failure means shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*).

Month means a calendar month and monthly shall be interpreted accordingly.

Multi-Party Dispute Resolution Procedure has the meaning given in Paragraph 9.1 of Schedule 28 (*Staff Transfer*) of Schedule 23 (*Dispute Resolution Procedure*).

Multi-Party Procedure Initiation Notice has the meaning given in Paragraph 9.2 of Schedule 23 (*Dispute Resolution Procedure*).

NCSC means the National Cyber Security Centre or any replacement or successor body carrying out the same function.

New Releases means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item.

Non-trivial Customer Base means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor.

Non-retained Deliverables means in relation to a CPP Milestone Payment Notice and the CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the CPP Milestone and which are not Retained Deliverables.

Notifiable Default means shall have the meaning given in Clause 25.1 (*Rectification Plan Process*).

Object Code means software and/or data in machine-readable, compiled object code form.

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 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 a 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 Effective Date or to a civil penalty for fraud or evasion.

Open Book Data has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*).

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Open Licence means any material that is published for use, with rights to access, copy and modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles , and includes the Open Source publication of Software.

Open Source means computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source.

Operating Environment means the Authority System and the Sites.

Operational Change means any change in the Supplier's operational procedures which in all respects, when implemented:

(a) will not affect the Charges and will not result in any other costs to the Authority;

(b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;

(c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and

(d) will not require a change to this Contract.

Operational Services means the operational services described as such in the Services Description.

Operational Services Commencement Date means:

(a) for UK ENIC Services, 28 March 2025;

(b) for Teaching Regulatory Agency Services, 28 March 2025; and

(c) for Early Years Services, 28 March 2025,

in each case provided the Supplier has Achieved all the Milestones, and subject to the Authority's right to delay each Operational Service Commencement Date by up to six (6) months by informing the Supplier in writing.

Optional Services means the services described as such in Part D of Schedule 2 (*Services Description*) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (*Optional Services*).

Optional Services Implementation Plan means the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority.

Other Supplier means any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time.

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Outline Implementation Plan means the outline plan set out at Annex A of Schedule 13 (*Implementation Plan*).

Parent Undertaking has the meaning set out in section 1162 of the Companies Act 2006.

Partial Termination means the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 31.2(b) (*Termination by the Authority*) or 31.3(b) (*Termination by the Supplier*) or otherwise by mutual agreement by the Parties.

Parties and **Party** means have the meanings respectively given on page 1 of this Contract.

Performance Failure means a KPI Failure or a PI Failure.

Performance Indicators means the Key Performance Indicators and the Subsidiary Performance Indicators.

Permitted Maintenance has the meaning given in Clause 9.4 (*Maintenance*).

Performance Monitoring Report has the meaning given in Schedule 3 (*Performance Levels*).

Personal Data has the meaning given in the UK GDPR or the EU GDPR as the context requires.

PI Failure means a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator.

PI Service Threshold means shall be as set out against the relevant Subsidiary Performance Indicator in Table 2 in Part A of Annex 1 of Schedule 3 (*Performance Levels*).

Preceding Services has the meaning given in Clause 5.2(b) (*Standard of Services*).

Pre-Existing Contract means the agreement entered into between the Supplier and the Authority for the provision of UK National Academic Recognition Information Centre (NARIC) services, dated 1 January 2014, as amended and restated on 22 December 2020, and as further amended between the parties.

Prescribed Person means a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies, as updated from time to time.

Processor has the meaning given to it under the UK GDPR or the EU GDPR as the context requires.

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 this Contract.

Programme Board means the body described in Paragraph 5 of Schedule 21 (*Governance*).

Prohibited Act means:

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(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 this Contract;

(c) an offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

(ii) under legislation or common law concerning fraudulent acts; or

(iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

Protective Measures means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Schedule 5 (*Security Management*).

Project Specific IPRs means:

(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or

(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;

but shall not include the BCRM Modifications, Supplier Background IPRs or the Specially Written Software.

Public Sector Dependent Supplier means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business.

Publishable Performance Information means any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in Annex 1 which shall not constitute Commercially Sensitive Information.

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Quality Plans has the meaning given in Clause 6.1 (*Quality Plans*).

Quarter means the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Contract).

Recipient has the meaning given in Clause 19.1 (*Confidentiality*).

Records has the meaning given in Schedule 24 (*Reports and Records Provisions*).

Rectification Plan means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default.

Rectification Plan Failure means:

(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 25.4 (*Submission of the draft Rectification Plan*) or 25.8 (*Agreement of the Rectification Plan*);

(b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 25.7 (*Agreement of the Rectification Plan*);

(c) the Supplier failing to rectify a material Default within the later of:

(i) 30 Working Days of a notification made pursuant to Clause 25.2 (*Notification*); and

(ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;

(d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;

(e) the Supplier not Achieving a Milestone by the expiry of the Delay Deduction Period; and/or

(f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default.

Rectification Plan Process means the process set out in Clauses 25.4 (*Submission of the draft Rectification Plan*) to 25.9 (Agreement of the Rectification Plan).

Registers has the meaning given in Schedule 25 (*Exit Management*).

Reimbursable Expenses has the meaning given in Schedule 15 (*Charges and Invoicing*).

Relevant Authority or **Relevant Authorities** means the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team.

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Relevant IPRs means IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs.

Relevant Preceding Services has the meaning given in Clause 5.2(b) (*Standard of Services*).

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.

Relevant Transfer means a transfer of employment to which the Employment Regulations applies.

Relief Notice has the meaning given in Clause 29.2 (*Authority Cause*).

Remedial Adviser means the person appointed pursuant to Clause 27.2 (*Remedial Adviser*).

Remedial Adviser Failure has the meaning given in Clause 27.6 (*Remedial Adviser*).

Replacement Services 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 this Contract, whether those services are provided by the Authority internally and/or by any third party.

Replacement Supplier means any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority).

Request For Information means a Request for Information under the FOIA or the EIRs.

Required Action has the meaning given in Clause 28.1(a) (*Step-In Rights*).

Reserves Statement means the financial statement to be provided to the Authority in accordance with Clause 4.6, indicating the value of the Supplier's reserve funds required to cover the Supplier's overheads outside of this Contract over the remaining life of this Contract, in the event that the Supplier's gross profits outside of this Contract fall below forecasted
levels.

Retained Deliverables has the meaning given in Clause 32.8(b) (*Payments by the Supplier*).

Risk Register means the register of risks and contingencies that have been factored into any Costs due under this Contract, a copy of which is set out in Annex 4 of Schedule 15 (*Charges and Invoicing*).

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Security Management Plan means the Supplier's security plan as attached as Annex 2 of Schedule 5 (*Security Management*) and as subsequently developed and revised pursuant to Paragraphs 3 and 4 of Schedule 5 (*Security Management*).

Serious KPI Failure means shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*).

Service Charges means the periodic payments made in accordance with Schedule 15 (*Charges and Invoicing*) in respect of the supply of the Operational Services, Adjacent Services and Optional Services.

Service Continuity Plan means any plan prepared pursuant to Paragraph 2 of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*) as may be amended from time to time.

Service Continuity Services means the business continuity, disaster recovery and insolvency continuity services set out in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*)

Service Credit Cap means 2.5% of the Service Charges paid and/or due to be paid to the Supplier under this Contract in the period of 12 months immediately preceding the Service Period in respect of which Service Credits are accrued.

Service Credits means credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Paragraph 3 of Part C of Schedule 15 (*Charges and Invoicing*).

Service Period means a calendar month, save that:

(a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and

(b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term.

Service Points means in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in Tables 1, 2 and 3 of Annex 1 of Schedule 3 (*Performance Levels*).

Services means any and all of the services to be provided by the Supplier under this Contract, including those set out in Schedule 2 (*Services Description*), being the UK ENIC Services, Adjacent Services and Optional Services.

Service Transfer Date has the meaning given in Schedule 28 (*Staff Transfer*).

Services Description means the services description set out in Schedule 2 (*Services Description*).

Severe KPI Failure means shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*).

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Sites means any premises (including the Authority Premises, the Supplier's premises or third party premises):

(a) from, to or at which:

(i) the Services are (or are to be) provided; or

(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or

(b) where:

(i) any part of the Supplier System is situated; or

(ii) any physical interface with the Authority System takes place.

SME means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

Social Value means the additional social benefits that can be achieved in the delivery of the Contract, set out in the Authority's Requirements.

Social Value PI means The Social Value performance indicators set out in Table 2 of Part A: Key Performance Indicators and Subsidiary Performance Indicators Tablesof Annex 1: Key Performance Indicators and Subsidiary Performance Indicators of Schedule 3 (*Performance Levels*).

Social Value KPI means The Social Value key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 3 (Performance Levels).

Software means Specially Written Software, Supplier Software and Third Party Software.

Software Supporting Materials has the meaning given in Paragraph 1.1.1 of Schedule 32 (*Intellectual Property Rights*) (Specially Written Software and Project Specific IPRs).

Source Code means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software.

Specially Written Software means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract, but excluding the BCRM Modifications.

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.

Staffing Information has the meaning given in Schedule 28 (*Staff Transfer*).

Standards means the standards, polices and/or procedures identified in Schedule 4 (*Standards*).

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Statement of Comparability, or **SOC,** has the meaning given in Schedule 2 (*Services Description*).

Step-In Notice has the meaning given in Clause 28.1 (*Step-In Rights*).

Step-In Trigger Event means:

(a) any event falling within the definition of a Supplier Termination Event;

(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;

(c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Contract;

(d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 28 (*Step-In Rights*) is necessary;

(e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or

(f) a need by the Authority to take action to discharge a statutory duty.

Step-Out Date has the meaning given in Clause 28.5(b) (*Step-In Rights*).

Step-Out Notice has the meaning given in Clause 28.5 (*Step-In Right*s).

Step-Out Plan has the meaning given in Clause 28.6 (*Step-In Rights*).

Strategic Supplier means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers.

Sub-contract means any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.

Sub-contractor means any third party with whom:

(a) the Supplier enters into a Sub-contract; or

(b) a third party under (a) above enters into a Sub-contract,

or the servants or agents of that third party.

Sub-processor means any third party appointed to process Personal Data on behalf of the Processor related to this Contract.

Subsidiary Performance Indicator means the performance indicators set out in Table 4 of Part A of Annex 1 of Schedule 3 (*Performance Levels*).

Subsidiary Undertaking has the meaning set out in section 1162 of the Companies Act 2006.

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Successor Body has the meaning given in Clause 34.4 (*Assignment and Novation*).

Supplier Background IPRs means:

(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or

(b) Intellectual Property Rights created by the Supplier independently of this Contract,

which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software.

Supplier COTS Background IPRs means Any embodiments of Supplier Background IPRs that:

(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and

(b) has a Non-trivial Customer Base.

Supplier COTS Software means Supplier Software (including open source software) that:

(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and

(b) has a Non-trivial Customer Base.

Supplier Equipment means the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services.

Supplier Group means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings.

Supplier Non-COTS Background IPRs means Any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs.

Supplier Non-COTS Software means Supplier Software that is not Supplier COTS Software, including the BCRM and BCRM Modifications.

Supplier Non Performance has the meaning given in Clause 29.1 (*Authority Cause*).

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

Supplier Profit has the meaning given in Schedule 15 (*Charges and Invoicing*).

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Supplier Profit Margin has the meaning given in Schedule 15 (*Charges and Invoicing*).

Supplier Representative means the representative appointed by the Supplier pursuant to Clause 11.3 (*Representatives*).

Supplier Software means software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (*Software*).

Supplier Solution means the Supplier's solution for the Services set out in Schedule 8 (*Supplier Solution*) including any Annexes of that Schedule.

Supplier System means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System).

Supplier Termination Event means:

(a) the Supplier's level of performance constituting a Critical Performance Failure in accordance with Clause 7.6;

(b) the Supplier committing a Material Default which is irremediable;

(c) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 23.6(a) (*Financial and other Limits*);

(d) a Remedial Adviser Failure;

(e) a Rectification Plan Failure;

(f) where a right of termination is expressly reserved in this Contract, including pursuant to:

  (i) Clause 17 (*IPRs Indemnity*);

  (ii) Clause 33 (*Compliance*)

  (iii) Clause 37.6(b) (*Prevention of Fraud and Bribery*); and/or

  (iv) Paragraph 6 of Schedule 18 (*Financial Distress*);

  (v) Paragraph 3 of Part B to Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);

(g) the representation and warranty given by the Supplier pursuant to Clauses 3.2 (h), 3.2(i) or 3.2(o) (*Warranties*) being materially untrue or misleading;

(h) the Supplier committing a material Default under Clause 10.10 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.10 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;

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(i) the Supplier committing a material Default under any of the following Clauses:

(i) Clause 5.5(j) (*Services*);

(ii) Clause 21 (*Protection of Personal Data*);

(iii) Clause 20 (*Transparency and Freedom of Information*);

(iv) Clause 19 (*Confidentiality*);

(v) Clause 33 (*Compliance*);

(vi) in respect of any security requirements or Cyber Essentials obligations set out in Schedule 2 (*Services Description*), or Schedule 5 (*Security Management*);

(vii) in respect of any requirements set out in Schedule 32 (*Intellectual Property Rights*) and/or

(viii) in respect of any requirements set out in Schedule 28 (*Staff Transfer*);

(j) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in Paragraph 5.9 of Schedule 17 (*Benchmarking*);

(k) an Insolvency Event occurring in respect of the Supplier or the Guarantor;

(l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);

(m) the Supplier failing to provide its Reserves Statement in accordance with Clause 4.6, upon 30 days' written notice, or the Reserves Statement failing to show the amount specified in Clause 4.5 (Reserves Statement) for any reason;

(n) a change of Control of the Supplier unless:

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

(ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the change of Control;

(o) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.10 (*Appointment of Key Sub-contractors*);

(p) any failure by the Supplier to enter into or to comply with an Admission Agreement under Part D of Schedule 28 (*Staff Transfer*);

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(q) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;

(r) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;

(s) in relation to Schedule 5 (*Security Management*):

(i) the Authority has issued two rejection notices in respect of the Security Management Plan under Paragraph 4.5(b);

(ii) the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;

(iii) Supplier COTS Software and Third Party COTS Software is not within mainstream support unless the Authority has agreed in writing;

(iv) the Supplier fails to patch vulnerabilities in accordance with the Security Requirements set out in the Annexes to Schedule 5 (*Security Management*); and/or,

(v) the Supplier fails to comply with the Incident Management Process;

(t) the Supplier is in Material Default of any Joint Controller Agreement relating to the Contract;

(u) a Default that occurs and continues to occur on one or more occasions within 6 Months following the Authority serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract; or

(v) the Supplier or its Affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them.

Supply Chain Transparency Report means the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule 24 (*Reports and Records Provisions*).

Target Performance Level means the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in Annex 1 of Schedule 3 (*Performance Levels*).

Teaching Regulation Agency, or **TRA,** means the agency described in Paragraph 21.1 of Part C of Schedule 2 (*Services Description*).

Teaching Regulation Agency Services means the Services described in Paragraph 21 of Part C of Schedule 2 (*Services Description*).

Term means the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Contract.

Termination Assistance Notice has the meaning given in Paragraph 5 of Schedule 25 (*Exit Management*).

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Termination Assistance Period means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 25 (*Exit Management*).

Termination Date means the date set out in a Termination Notice on which this Contract (or a part of it as the case may be) is to terminate.

Termination Notice means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date and setting out the grounds for termination.

Termination Payment means the payment determined in accordance with Schedule 16 (*Payments on Termination*).

Termination Services means the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 25 (*Exit Management*), and any other services required pursuant to the Termination Assistance Notice.

Test Issues has the meaning given in Schedule 14 (*Testing Procedures*).

Tests and **Testing** means any tests required to be carried out under this Contract, as further described in Schedule 14 (*Testing Procedures*) and Tested shall be construed accordingly.

Test Success Criteria has the meaning given in Schedule 14 (*Testing Procedures*).

Third Party Auditor means an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 24 (*Reports and Records Provisions*).

Third Party Beneficiary has the meaning given in Clause 41.1 (*Third Party Rights*).

Third Party COTS IPRs means Third Party IPRs that:

(a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and

(b) has a Non-trivial Customer Base.

Third Party COTS Software means Third Party Software (including open source software) that:

(a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and

(b) has a Non-trivial Customer base.

Third Party IPRs means Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software,

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which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services.

Third Party Non-COTS IPRs means Third Party IPRs that are not Third Party COTS IPRs.

Third Party Non-COTS Software means Third Party Software that is not Third Party COTS Software.

Third Party Provisions has the meaning given in Clause 41.1 (*Third Party Rights*).

Third Party Software means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (*Software*).

Transferring Assets has the meaning given in Paragraph 6.2.1 of Schedule 25 (*Exit Management*).

Transferring Authority Employees has the meaning given in Schedule 28 (*Staff Transfer*).

Transferring Former Supplier Employees has the meaning given in Schedule 28 (*Staff Transfer*).

Transferring Supplier Employees has the meaning given in Schedule 28 (*Staff Transfer*).

Transparency Information has the meaning given in Clause 20.1 (*Transparency and Freedom of Information*).

UK means the United Kingdom.

UK ENIC Data Management System has the meaning given in Paragraph 6.2, Part A of Schedule 2 (*Services Description*).

UK ENIC Portal means the website described in Paragraph 7 of Schedule 2 (*Services Description*).

UK ENIC Services means the Services described in Parts A and B of Schedule 2 (*Services Description*).

UK GDPR has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018.

UK Public Sector Business means any goods, service or works provision to UK public sector bodies, including Crown Bodies and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations.

Unacceptable KPI Failure means the Supplier failing to achieve the KPI Service Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period.

Unconnected Sub contract means any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a

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qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017.

Unconnected Sub contractor means any third party with whom the Supplier enters into an Unconnected Sub-contract.

Unrecovered Payment has the meaning given in Schedule 16 (*Payments on Termination*).

Updates means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item.

Update Requirement means the occurrence of an event detailed in Schedule 24 (*Reports and Records Provisions*) (Annex 3: *Records To Upload To Virtual Library*) which requires the Supplier to update the relevant information hosted on the Virtual Library.

Upgrades means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term.

Valid means in respect of an Assurance, has the meaning given to it in Paragraph 2.7 of Part B to Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*).

VAT means value added tax as provided for in 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.

Virtual Library means the data repository hosted by the Supplier containing the information about this Contract and the Services provided under it in accordance with Schedule 24 (*Reports and Records Provisions*).

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales.

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Contract for Services for the Provision of the UK National Information Centre
(UK ENIC**)**

Schedule 2 – Services Description

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1. Definitions

1.1 In this Schedule, the following definitions shall apply:

Applicant means (a) an individual submitting to the Supplier a Qualification, Partial Studies, or Prior Learning for assessment and/or recognition; or (b) an entity acting with consent on behalf of an individual.

Assessment means the evaluation of an Applicant's Qualifications, Partial Studies or Prior Learning by the Supplier.

Competent Authority means an individual or entity that has the authority, capacity, or legal power to perform a designated function.

Displaced Person means an individual forced to move from his or her locality or environment and occupational activities to another locality or environment.

ENIC-NARIC Networks means the processes whereby individual national information centres (**ENICs** and **NARICs**) collaborate on the academic recognition of qualifications, operating under the principles of the Lisbon Recognition Convention. The networks and members cooperate closely in accordance with their respective mandate, with the European Commission, the Council of Europe and UNESCO as Co-Secretariats. The website for the ENIC-NARIC Networks is www.enic-naric.net/page-homepage.

Formal Education System means a State Party's education system, including all officially recognised entities with responsibility for education, as well as public and private education institutions at all levels recognised by a State Party's Competent Authorities and authorised thereby to deliver instruction and other education-related services.

Formal Learning means learning derived from activities within a structured learning setting, leading to a formal Qualification, and provided by an education institution recognised by a State Party's Competent Authorities and authorised thereby to deliver such learning activities.

FTE means full time equivalent.

Global Convention means the Global Convention on the Recognition of Qualifications concerning Higher Education.

Higher Education means all types of study programmes or sets of courses of study at the post-secondary level which are recognised by the Competent Authorities of a State Party, or of a constituent unit thereof, as belonging to its Higher Education system.

Higher Education Institution means an establishment providing Higher Education and recognised by a Competent Authority of a State Party, or of a constituent unit thereof, as belonging to its Higher Education system.

Higher Education Programme means a post-secondary programme of study recognised by the Competent Authority of a State Party, or of a constituent unit thereof, as belonging to its Higher Education System and the successful completion of which provides the student with a Higher Education Qualification.

Learning Outcomes means a learner's acquired knowledge and skills upon completion of a learning process.

Lisbon Recognition Convention means the Convention on the Recognition of Qualifications concerning Higher Education in the European Region.

Micro-Credentials mean micro-credentials which certify the Learning Outcomes of short-term learning experiences, for example a short course or training.

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Mobility means the physical or virtual movement of individuals outside their country for the purpose of studying, researching, teaching, or working.

Partial Studies means any part of a Higher Education Programme which has been evaluated and, while not a complete programme in itself, represents a significant acquisition of knowledge, skills, attitudes and competencies.

Prior Learning means the experience, knowledge, skills, attitudes and competencies which an individual has acquired as a result of formal, non-formal, or informal learning, assessed against a given set of Learning Outcomes, objectives, or standards.

Qualification means (a) in respect of Higher Education Qualification, any degree, diploma, certificate, or award issued by a Competent Authority and attesting the successful completion of a Higher Education Programme or the validation of Prior Learning, where applicable; (b) in respect of a qualification giving access to Higher Education, any degree, diploma, certificate, or award issued by a Competent Authority and attesting the successful completion of an education programme or the validation of Prior Learning, where applicable, and giving the holder of the qualification the right to be considered for admission to Higher Education; and c) any qualification included in Band 0 to Band 15 in the Comparability Methodology as defined in paragraph 6.2.

Qualifications Framework means a system for the classification, publication and organisation of quality assured Qualifications according to a set of criteria.

Qualification Reference Statement means a statement used to provide detailed information about completed UK qualification (s). A UK qualification is any qualification which is part of the UK education framework, and which is issued by a UK institution or UK body.

Recognition means a formal acknowledgment by the Supplier of the validity and academic level of a foreign education Qualification, of Partial Studies, or of Prior Learning for the purpose of providing an Applicant with outcomes including, but not limited to: (a) the right to apply for admission to Higher Education; and/or (b) the possibility to seek employment opportunities.

A **Statement of Comparability** is used to evidence the level of any Qualifications obtained outside the UK for employment, study, professional registration or another reason. A Statement of Comparability confirms how a person's non-UK Qualifications compare to the UK Qualifications and framework levels.

State Party or **Signatory**: a state which has signed and ratified an international treaty, the Lisbon Recognition Convention or the Global Convention.

UNESCO means the United Nations Educational, Scientific and Cultural Organisation

UNESCO Region means any one of the areas identified in accordance with the UNESCO definition of regions with a view to the execution by the organisation of regional activities, namely, Africa, Arab States, Asia and the Pacific, Europe, and Latin America and the Caribbean.

United Nations Official Languages means Arabic, Chinese, English, French, Russian and Spanish.

2. Introduction

2.1 The UK Government signed the Lisbon Recognition Convention in 1997 and ratified it in 2003. The Lisbon Recognition Convention requires all Signatories to maintain a national information centre. Broadly, a national information centre gives advice and information on Higher Education systems and on the Recognition and Assessment of Qualifications. The UK also ratified the Global Convention in March 2022. It also requires Signatories to maintain a national information centre. Further information can be found on the following websites:

https://www.enic-naric.net/page-about-ENIC-NARIC-Networks

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https://www.enic-naric.net/Upload/Documents/Guidelines_National_Online_Information_Systems_ENGLISH.pdf.

2.2 To support the delivery of a UK national information centre to implement the Lisbon Recognition Convention and the Global Convention (the **UK ENIC**), the Authority requires a range of Services in relation to the Assessment of Qualifications and/or the recognition of Qualifications and comparability of non-UK Qualifications with those of the UK as set out in this Schedule. The Services will be provided to a variety of users, including individuals with non-UK Qualifications/skills, government departments both in the UK and internationally, academic institutions, professional/regulatory bodies, commercial companies and employers. The Supplier will also be responsible for the provision of information on the education and training systems in the UK to support the international recognition of UK Qualifications.

2.3 This Schedule sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails. In connection with the provision of the Services, the Supplier shall comply with the provisions of this Contract.

3. Compliance with the Legal and Regulatory Frameworks

The Supplier shall, in connection with the provision of the Services, comply with the provisions of the Lisbon Recognition Convention, the Global Convention, the "Joint ENIC/NARIC Charter of Activities and Services" (published on https://www.enic-naric.net/Upload/Documents/ENIC_NARIC_Charter.pdf or any replacement or successor charter and hereinafter referred to the Joint ENIC/NARIC Charter of Activities and Services), the "Guidelines For National Online Information Systems" (published on https://www.enic-naric.net/Upload/Documents/Guidelines_National_Online_Information_Systems_ENGLISH.pdf or any replacement or successor guidelines and hereinafter referred to as the **ENIC-NARIC Guidelines**) and any other relevant guidance, such compliance to be determined by the Authority in its sole and absolute discretion.

4. Service Requirements

4.1 The Service requirements in this Schedule are made up of four (4) parts:

4.1.1 Part A - Implementation Services;

4.1.2 Part B - Operational Services;

4.1.3 Part C - Adjacent Services; and

4.1.4 Part D – Optional Services

4.2 Where the Service requirements in this Schedule require the Supplier to charge fees (including any ancillary fees such as postage) to Customers or Applicants, the Supplier shall not provide any additional services to those Customers or Applicants, or commence the charging of fees to those Customers or Applicants, without the express prior consent of the Authority.

4.3 Nothing in this Contract prohibits the Supplier from providing services, including sector news and updates, outside the scope of the Services provided under this Contract (the "**External Services**"), notwithstanding that the Supplier's customers or prospective customers for the External Services may also be Customers or Applicants under this Contract. In providing External Services to customers that are also Customers or Applicants under this Contract, the Supplier shall:

4.3.1 ensure a clear distinction between the External Services and the Services provided under this Contract;

4.3.2 not sell, market, communicate or otherwise distribute the External Services via the UK ENIC Portal developed and managed by the Supplier in accordance with this Schedule 2;

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4.3.3 not use or copy the personal details of Customers or Applicants provided through the provision of the Services for use in the External Services, unless that Customer or Applicant:

(a) was a pre-existing customer, of the Supplier in respect of the External Services prior to the Effective Date or thereafter becomes a customer of the Supplier in respect of the External Services; or

(b) has expressed, or expresses, an interest in receiving communications or made an enquiry about the External Services for example through website contact forms, conferences, LinkedIn requests, or email preferences;

4.3.4 not hold itself out as delivering the External Services on behalf of the Authority, in affiliation with the Authority or as an agent of the Authority; and

4.3.5 not breach any terms of this Contract, including but not limited to, the provisions of Schedule 32 (Intellectual Property Rights).

Part A – Implementation Services

5. The Supplier shall mobilise the following Services during the Implementation Period:

5.1 build the Database; and

5.2 build the UK ENIC portal.

Build the Database

6. The Supplier shall develop, build and maintain a data management system supporting a range of databases which are required for the core functions of the Service. These databases concerning international Formal Education Services and the Recognition and comparability of non-UK Qualifications with those of the UK shall support the administrative functions required for the delivery of the Services and shall also provide restricted access to external users.

6.1 The required databases will initially comprise the Databases licenced by the Authority to the Supplier on the Implementation Services Commencement Date.

6.2 The Supplier shall make the information of the Database available through a suitable database management system and user interface (the **UK ENIC Data Management System**) and by reference to the comparability methodology set out in Annex 1 (the **Comparability Methodology**). The suitability of the UK ENIC Data Management System will be determined by the Authority in its sole discretion. The Database and the UK ENIC Data Management System shall be fully operational by the **Go Live Readiness Date**.

6.3 The UK ENIC Data Management System must facilitate, as a minimum, the following functionality:

6.3.1 an attractive, accessible and user-friendly display, all as determined by the Authority;

6.3.2 a simple, accessible and user-friendly system for navigating between elements of the system including making database queries, all as determined by the Authority;

6.3.3 access to the Database by end users which will include Subscribers (as defined in paragraph 15), HMG Departments (as defined in paragraph 8.9), Devolved Governments (as defined in paragraph 8.9) and any other parties specified from time to time by the Authority (the **End Users**):

(a) different categories of End Users shall be provided with different levels of access as determined by the Authority. Changes to the different levels of access to

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Database by different categories of End Users may only be made after approval by the Authority, such approval not to be unreasonably withheld or delayed;

(b) access to information held on the Database describing up to date comparisons between non-UK Qualifications and those of the UK by reference to the Comparability Methodology; and

(c) access to information held on the Database in relation to historical non-UK Qualifications and historical UK Qualifications.

6.4 Any future changes to the structure and functionality of i) the UK ENIC Data Management System and ii) the Database must be approved by the Authority, such approval not to be unreasonably withheld or delayed.

Build the UK ENIC Portal

7. The Supplier shall develop, build and maintain a stand-alone public website in respect of the Services (the **UK ENIC Portal**) using the domain https://www.enic.org.uk/ which is owned by the Authority to support public access to the Services restricted by different levels of permission. The UK ENIC Portal must be fully operational by the Go Live Readiness Date.

7.1 The UK ENIC Portal shall be developed and maintained with full and comprehensive reference to the standards published by the ENIC-NARIC Networks including, in particular, but not limited to, the ENIC-NARIC Guidelines and any future guidelines supplementing or replacing them.

7.2 The Supplier shall develop the UK ENIC Portal to provide ease and intelligibility of use, accessibility, and attractiveness of design for the target users. The key target groups include:

7.2.1 overseas individuals seeking recognition of their non-UK qualifications for study/work in the UK;

7.2.2 UK residents seeking recognition of their UK qualifications for study/work overseas;

7.2.3 public authorities;

7.2.4 quality assurance agencies;

7.2.5 higher education institutions;

7.2.6 employers;

7.2.7 professional organisations;

7.2.8 competent recognition bodies; and

7.2.9 ENICs and NARICs in other countries.

7.3 The Supplier shall consult the Authority during the development process in relation to the core features listed in paragraph 7.4. The Supplier shall consult the Authority in the process of user-centred design, for example through the implementation of design methodology such as user stories modelling the user journey for website design and functionality. The Supplier shall directly consult representative samples of the user groups listed in paragraph 7.2 or appropriate proxies in the design and testing process to obtain accurate understanding and fulfilment of their requirements.

7.4 The UK ENIC Portal shall provide the following, but not exhaustive, list of core public-facing functions:

7.4.1 online applications for Statements of Comparability by Applicants;

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7.4.2 checking status of applications for Statements of Comparability by Applicants;

7.4.3 online delivery of completed Statements of Comparability;

7.4.4 online accounts for Applicants;

7.4.5 password-protected access to the user interface for the UK ENIC Data Management System for users such as Subscribers, HMG Departments and Devolved Governments;

7.4.6 public access to Databases restricted by different levels of permission in support of the services referred to in paragraph 16;

7.4.7 access to the Payment Portal as defined in paragraph 12 for Statements of Comparability and any other services requiring payment; and

7.4.8 links to other relevant websites, including but not restricted to the websites of the ENIC-NARIC Networks, the Lisbon Recognition Convention, the Global Convention and UK Government information services for professionals seeking UK employment in registered professions.

7.5 The UK ENIC Portal shall provide:

7.5.1 comprehensive and up-to-date information in relation to the Services including, at a minimum, information about the application process, documents which are required to support an application for a Statement of Comparability or Qualification Reference Statement, frequently asked questions, application fees, delivery costs for hard copies of the Statements of Comparability or Qualification Reference Statement, deadlines for the provision of Services and tracking;

7.5.2 include a prominent display of a complaints procedure, such procedure to be approved by the Authority; and

7.5.3 include a prominent display of the guidance in relation to translation requirements and the contact details of the UK professional bodies for translators.

7.6 The UK ENIC Portal shall host all data and information related to the Services in accordance with the security requirements set out in Schedule 5 and the standards and requirements set out in Annex 2.

7.7 Prior to the Go Live Readiness Date, the Supplier shall obtain the Authority's approval for the UK ENIC Portal and for this purpose shall provide access to a fully functional version of all digital material intended for end users, including the UK ENIC Portal and Database with the associated graphic design. The Supplier shall implement prior to the Operational Services Commencement Date any request for changes by the Authority.

7.8 The UK ENIC Portal shall contain a hyperlink directing applicants for visas and nationality statements (for UK Home Office applications), and for industry skills statements (for construction and electrical sectors) to the url for the equivalent portal for the Home Office web based solution provided under the Provision of Qualification Equivalency and English Proficiency Assessment Services contract.

Part B – Operational Services

8. The Supplier shall provide the following UK ENIC Services:

8.1 operate, maintain and update the Database;

8.2 operate, maintain and update a UK ENIC Portal dedicated to the Services;

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8.3 provide Statements of Comparability and Qualification Reference Statements;

8.4 operate and maintain a Payment Portal;

8.5 provide general information services;

8.6 operate a contact centre;

8.7 provide a corporate bundle scheme

8.8 provide a subscription scheme;

8.9 make available a minimum of four full time equivalent roles (**FTE**) to provide support to departments of the UK government (**HMG Departments**) and the devolved governments of Northern Ireland, Scotland and Wales (the **Devolved Governments**), representation and promotion of UK Qualifications at international level;

8.10 provide training services; and

8.11 provide conference services.

Operate, maintain and update the Database

9. The Supplier shall:

9.1 operate and maintain the Databases;

9.2 continuously review and update the Database and the Comparability Methodology by carrying out:

9.2.1 desk based research: to identify areas for information development involving a review of the existing data with the view to recognising key issues and demands for information to close any gaps in the Database (including the addition of verified examples of certificates and other evidence used to verify the authenticity of evidence presented by Applicants);

9.2.2 data collection and in country reviews: to be undertaken by experienced Supplier Personnel with the required skills and prior knowledge of the country and sectors for which linguistic competence and cultural awareness may be relevant;

9.2.3 data processing and analysis: to confirm that statistically valid data and reliable information is used, data processing and analysis, including verification and cross-checking where required, shall be completed prior to inclusion in the Database; and

9.2.4 quality assurance mechanism: to provide quality assurance i) internally, all country file updates shall have managerial approval and all decisions on the Assessments of Qualifications shall be made collectively by the research team in regular editorial meetings and ii) externally, comments from the ENIC/NARIC Networks and experts in the country under review shall also obtained;

9.3 from the Operational Services Commencement Date, ensure that the Database (all countries/qualifications/education systems) is reviewed over the course of 12 months to determine whether an in-depth review is required; and identify where significant changes (if any) may be needed; and

9.4 review and update the Database within 5 Working Days of any significant change taking effect in accordance with paragraph 9.2.

Operate, maintain and update a website dedicated to the Services

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10. The Supplier shall operate, maintain and keep the UK ENIC Portal up-to-date by:

10.1 reviewing the information held on the UK ENIC Portal and all supporting documentation at least once a month and update as applicable and as requested by the Authority in response to exceptional circumstances;

10.2 collecting data for evaluating user satisfaction with the UK ENIC Portal;

10.3 where the Supplier proposes any material changes to the UK ENIC Portal, obtaining the Authority's prior approval, such approval not to be unreasonably withheld or delayed; and

10.4 implementing any material changes requested by the Authority to the UK ENIC Portal within 5 Working Days of such request.

Provide Statements of Comparability

11. The Supplier, in connection with the Recognition of non-UK Qualifications and their comparability to those of the UK and provision of Qualification Reference Statements, shall upon request from Applicants via the UK ENIC Portal set out in Paragraph 7:

11.1 following an Assessment, provide a Statement of Comparability between non-UK and UK Qualifications (including Micro-Credentials and Recognition of Prior Learning) at all levels of Formal Learning (including technical and vocational education) in accordance with the Methodology and by reference to the Database and, where required, additional information obtained from equivalent non-UK databases, research or by directing enquiries to national information centres outside the UK and such Statement of Comparability shall include at least the following items of information:

11.1.1 Qualification title (including academic titles);

11.1.2 country of award;

11.1.3 year of award;

11.1.4 awarding Competent Authority;

11.1.5 comparable UK framework level(s); and

11.1.6 comparable UK Qualification(s);

consistent with the pro-forma statement of comparability set out in Annex 3;

11.2 review and assess the authenticity of evidence submitted by all Applicants in support of their request by undertaking one or more of the following:

11.2.1 confirming the accreditation of the awarding institution and the associated level of the qualification using the Database;

11.2.2 performing initial counter fraud checks to check for easily visible signs of document manipulation and deception techniques;

11.2.3 cross-checking against evidence already held by the Supplier within its Databases to check that the evidence is in line with the Supplier's understanding of in-country authenticity practices and expectations; and

11.2.4 utilising publicly accessible primary source verification information to obtain confirmation from the awarding institution of the award's legitimacy, and

report its findings pursuant to this Paragraph 11.2 on a monthly basis to the Authority, with the content and format of such reports to be agreed in writing between the Parties;

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11.3 offer different levels of service for delivering a Statement of Comparability for which different fees will be payable by Applicant:

11.3.1 a standard 15 Working Days service;

11.3.2 a 48 hour fast track ("Priority") service;

11.3.3 a 24 hour fast track ("Super Priority") service;

11.4 charge the relevant fee for each level of service for delivering a Statement of Comparability and Qualification Reference Statement, such fees will be determined by the Authority from time to time and any changes to the fees shall be implemented by the Supplier within 3 months of the notice of change;

11.5 in processing requests for Statements of Comparability and Qualification Reference Statements:

11.5.1 record the time at which the request for a Statement of Comparability or Qualification Reference Statement from an Applicant was received;

11.5.2 confirm receipt of payment of the fees applicable to the standard service;

11.5.3 confirm receipt of payment of the translation waiver fee in respect of a Translation Waiver Language as defined in paragraph 11.8 where the relevant non-UK Qualification is not in a United Nations Official Language;

11.5.4 confirm receipt of a copy of the required evidence of the Applicant's Qualifications;

11.5.5 in respect of the standard service, provide the Statement of Comparability to the Applicant's online account on the UK ENIC Portal within 15 Working Days from receipt of the relevant fee;

11.5.6 in respect of the 24-hour fast track ("Super Priority") service, provide the Statement of Comparability to the Applicant's online account on the UK ENIC Portal within 24 hours from receipt of the relevant fee; and

11.5.7 in respect of the 48-hour fast track ("Priority") service, provide the Statement of Comparability to the Applicant's online account on the UK ENIC Portal within 48 hours from receipt of the relevant fee;

11.5.8 in respect of the Qualification Reference Statement service, provide the Qualification Reference Statement to the Applicant's online account on the UK ENIC Portal within 20 Working Days from receipt of the relevant fee; and

11.5.9 where an Applicant has requested delivery of a hard copy of a Statement of Comparability, upon receipt of the relevant delivery charge, deliver the Statement of Comparability to the postal address provided by the Applicant;

11.6 provide a Statement of Comparability to any Applicant where evidence is not routinely available, for example for Displaced Persons without documentary proof of Qualifications, in accordance with the guidelines published on the following website https://www.enic-naric.net/page-recognise-Qualifications-refugees, any successor or replacement guidelines;

11.7 respond to fluctuations in application volumes resulting from, but not limited to, any seasonal fluctuations and geo-political developments in accordance with the relevant KPI set out in Schedule 3; and

11.8 process Qualification documents in the United Nations Official Languages and any additional language as notified by the Authority from time to time to support the requirement referred to in Paragraph 11.5.3 (such additional language, a **Translation Waiver Language**).

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Operate and maintain a Payment Portal

12. The Supplier, in connection with the payment of fees payable under paragraphs 11, 15, 16 and 20 (where applicable) shall:

12.1 create an area in the UK ENIC Portal (the **Payment Portal**) which shall, subject to Paragraph 12.5:

12.1.1 enable Applicants and users of the services referred to in paragraphs 15 and 16 (each a **Customer**) to select the type of service which they wish to purchase;

12.1.2 clearly display the price in GBP that the Customer will be charged in respect of each service (plus any ancillary fees such as postage costs);

12.1.3 when the Customer has selected the type of service which they require and have clicked 'pay', redirect the Customer securely and seamlessly to the Authority's own secure merchant acquiring solution as will be confirmed by the Authority (the **Authority Merchant Acquiring Solution**) where the Authority shall take payment from the Customer;

12.1.4 after the Customer's payment has been successfully processed by the Authority Merchant Acquiring Solution, redirect the Customer back to the UK ENIC Portal;

12.2 work collaboratively with the Authority to seamlessly integrate the Payment Portal with the Authority Merchant Acquiring Solution;

12.3 via the Payment Portal, issue the Customer with an electronic format receipt by email or text message that outlines, as a minimum:

12.3.1 a unique service transaction reference number;

12.3.2 the date and time when the Customer submitted a service request to the Supplier; and

12.3.3 the amount paid by the Customer in GBP for the type of service which they have requested from the Supplier;

12.4 make the Authority Merchant Acquiring Solution's terms and conditions regarding Customer refunds and how payments are processed easily and clearly accessible via the UK ENIC Portal; and

12.5 ensure that where the Authority elects to charge Applicants 0 GBP for the services, the Payment Portal shall not display any price in respect of that service, and Applicants will not be redirected to the Merchant Acquiring Solution, as otherwise required under Paragraph 12.1.

12.6 For the avoidance of doubt, the Supplier shall be solely responsible for contracting with Customers through the Payment Portal. In contracting with Customers, the Supplier shall have no authority to act as the Authority's agent or to bind the Authority in any manner whatsoever and shall operate as an independent contractor in accordance with Clause 36.1 (*Relationship of the Parties*). The Parties acknowledge and agree that the Authority's role is limited to acting as a payment processor for transactions conducted through the Authority Merchant Acquiring Solution in connection with the Services managed by the Supplier in accordance with this Schedule 2.

12.7 Where Customers have prepaid for services under the Pre-Existing Contract, the Supplier shall provide equivalent services under equivalent terms to those Customers under this Contract from the Operational Services Commencement Date, unless such services have been validly cancelled. The Supplier shall be responsible for handling refunds for any prepaid services and shall bear the cost of such refunds in accordance with the provisions set out in Part C, Paragraph 6 of Schedule 15 (*Charges and Invoicing*).

12.8 The Supplier shall ensure that it has in place with all Customers (including those that have transferred their prepaid services from the Pre-Existing Contract) appropriate and compliant terms governing the

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services under this Contract which are made available to all Customers in a clear and easily accessible format.

Provide general information services

13. The Supplier, in connection with providing general information services by reference to the Database, shall upon request from governmental, institutional and individual enquirers in line with the requirements of the Joint ENIC/NARIC Charter of Activities and Services and taking into account the Global Convention and the associated conventions of the UNESCO Regions (as set out in Annex 6):

13.1 within three weeks from the date on which a request for information was made, provide information about how any Qualification and the Formal Education System outside the UK compare to the Qualification(s) and Formal Education System in the UK, recommendations for future study and/or professional development in the UK by:

13.1.1 providing adequate, reliable and authenticated information, within reasonable time;

13.1.2 providing information, technical advice or formal decision on the Recognition of Qualifications on the basis of their Assessment by applying existing criteria and procedures developed by the ENIC-NARIC Networks, as well as new criteria for the Assessment of Qualifications described in terms of workload, level, Learning Outcomes, competences and profile;

13.1.3 providing to citizens information on their rights regarding Recognition;

13.1.4 serving as the main information point on the Recognition of Higher Education and Higher Education access Qualifications at national level; and

13.1.5 cooperating in related matters with other information centres, Higher Education institutions, their networks and other relevant actors in the national context.

Operate a contact centre

14. The Supplier, in connection with operating a contact centre, shall:

14.1 provide inbound and outbound contact centre services to receive, respond to and resolve, as relevant, enquiries from Applicants and organisations via the following methods as a minimum:

14.1.1 by telephone from 9am to 5pm on any Working Day with calls charged at standard network rates which, for the avoidance of doubt, excludes any premium rate;

14.1.2 by email to a dedicated email address published on the UK ENIC Portal;

14.1.3 by responding directly to enquiries made by Applicants via their online accounts on the UK ENIC Portal;

14.1.4 by web chat from 9am to 5pm on any Working Day; and

14.2 provide the services referred to in paragraphs 14.1.1 to 14.1.3 in each of the United Nations Official Languages and, in respect of the services referred to in paragraph 14.1.1, provide a callback in the relevant United Nations Official Language within 48 hours of the initial call to the contact centre.

Provide a corporate bundle scheme

15. The Supplier shall:

15.1 operate a corporate bundle scheme (the **Bundle Scheme**) which shall be a scheme available to organisations (the **Bundle Subscribers**) which have paid the applicable fees the amount of which will be determined by the Authority from to time;

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15.2 provide to the Bundle Subscribers the services set out in Annex 4;

15.3 following any review of the prices applicable to the Bundle Scheme by the Authority, implement any changes to the fees within 3 months of notice by the Authority.

Provide a subscription scheme

16. The Supplier shall:

16.1 operate a subscription scheme (the **Subscription Scheme**) which shall be a scheme available to an organisation (a **Subscriber**):

16.1.1 whose application was accepted;

16.1.2 which has paid the subscription fees the amount of which will be determined by the Authority from time to time; and

16.1.3 whose subscription will be for a period of 12 months starting on the date on which the Supplier provided confirmation that the Subscriber has joined the Subscription Scheme;

16.2 provide the services referred to in Annex 4;

16.3 provide Subscribers with access to the relevant Databases through a password protected log in;

16.4 provide Subscriber support (including, but not limited to, IT support for accessing the Databases) 9am to 5pm on any Working Day; and

16.5 following any review of the prices applicable to the Subscription Scheme by the Authority, implement any changes to the fees within 3 months of notice by the Authority.

Make available a minimum of four FTE to provide support to departments of the HMG Departments and Devolved Governments, representation and promotion of the UK at international level

17. The Supplier shall make available the time of a minimum of four FTE who will:

17.1 include one FTE whose duties include senior oversight and leadership (the **Senior FTE**) and [one] deputy FTE (the **Deputy FTE**) who meet the relevant person specification set out in Annex 5;

17.2 provide technical advisory support to HMG Departments and Devolved Governments by providing technical advisory input into the development of relevant public policies, free trade agreements, international education cooperation agreements (including treaties), memoranda of understanding and similar initiatives;

17.3 provide international representation and promotion of the UK Formal Education System by:

17.3.1 representing the UK ENIC (such representation to be performed by the Senior FTE or, where the Senior FTE is unavailable, the Deputy FTE) (the **UK ENIC Representative**);

17.3.2 via the UK ENIC Representative, participating in, and co-operating with, the activities and joint projects of the national information centres of the ENIC-NARIC Networks;

17.3.3 via the UK ENIC Representative attending the international meetings as set out in Annex 6;

17.3.4 providing technical advisory and other input to the Authority in relation to representational and other governmental responsibilities including, but not limited to, accompanying the Authority representative, upon request, to the meetings of

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the Lisbon Recognition Convention Committee (**LRCC**), the Intergovernmental Conference of the States Parties to the Global Convention (the **Conference**) and the bureaux of the LRCC and the Conference, as the case may be;

17.3.5 internationally promoting UK Qualifications which may include, but not limited to, attending bilateral and multilateral meetings with the national information centres of the ENIC-NARIC Networks;

17.3.6 providing briefings and relevant information to the Authority for technical advisory support and facilitate UK representation at international meetings in the format and timeframe, each as reasonably requested by the Authority;

17.4 participate in stakeholder meetings which are scheduled for no more than four times a year;

17.5 prepare and publish a monthly newsletter, which is electronically distributed to individuals or bodies which have previously signed up to receive the newsletter, providing updates of the work of the UK ENIC and current developments in relation to the Recognition and comparability of international Qualifications;

17.6 occasionally provide additional services at the Authority's request, including but not limited to, reports about developments in international education; and

17.7 where Supplier Personnel incur expenses in carrying out the services referred to in this paragraph 17, such expenses shall be reimbursable by the Authority in accordance with any relevant expenses policies of the Authority and HM Treasury which apply to the Supplier and which will be confirmed by the Authority from time to time.

Provide training services

18. The Supplier shall provide accessible and user-friendly virtual training, such accessibility and user-friendliness to be determined by the Authority, in relation to the use of the UK ENIC Data Management System and the content of the Database including, but not limited to, the Assessment of non-UK and UK Qualifications (including Micro-Credentials and Recognition of Prior Learning) and combating fraud to HMG Departments, Devolved Governments and, as specified by the Authority by exception, to any other parties.

Provide Conference Services

19. The Supplier shall, in connection with international representation and promotion of the UK Formal Education System, hold an annual UK conference for relevant institutions with the requirements set out in Annex 7 and publish a follow-up report on the UK ENIC Portal.

Part C - Adjacent Services

20. **Early Years Services**

Definitions

20.1 In paragraphs 20.2 to 20.19, the following definitions shall apply:

Adaptation Period means a period of supervised practice at an early years setting. This usually takes place over several months, or until the candidate has successfully demonstrated the skills and knowledge defined in the criteria that are not covered by their early years qualification gained outside of the United Kingdom.

Early Years Educator (level 3) criteria mean the criteria set out in Annexes D and E to the EYQ Guidance (as defined in paragraph 20.2) that qualifications must meet to enable holders to work as level 3 members of staff for the purpose of the staff:child ratios.

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Early Years Practitioner (level 2) criteria mean the criteria set out in Annex C to the EYQ Guidance (as defined in paragraph 20.2) that qualifications must meet to enable holders to work as level 2 members of staff for the purpose of the staff:child ratios.

Early Years Professional Status (EYPS) means an award allowing holders to work as level 6 members of staff for the purpose of the staff:child ratios.

Early Years Qualification Criteria mean each of i) the Early Years Practitioner (level 2) criteria and ii) the Early Years Educator (level 3) criteria.

Early Years Qualification List means the "Early years qualifications achieved in the United Kingdom: check list" published on https://www.gov.uk/government/publications/early-years-qualifications-achieved-in-england or any successor or replacement list.

Early Years Teacher Status (EYTS) means an award allowing holders to work as teachers in early years settings, counting as level 6 members of staff for the purpose of the staff:child ratios.

A **Full and Relevant Qualification** means a qualification that meets all of the Early Years Practitioner (level 2) criteria or Early Years Educator (level 3) criteria, as well as Early Years Teacher Status (EYTS), Qualified Teacher Status (QTS) and Early Years Professional Status (EYPS) and is recognised as full and relevant by the Department for Education.

Qualified Teacher Status (QTS) means an award allowing holders to work as teachers in early years settings, counting as level 6 members of staff for the purpose of the staff:child ratios.

Early Years Qualification Sub-Criteria mean the sub-criteria into which the relevant set of the Early Years Qualification Criteria are broken down.

Introduction

20.2 The Supplier, on behalf of the Department for Education, shall provide a technical advisory and assessment service to Applicants holding UK qualifications and non-UK Qualifications on whether their qualifications enable them to work as qualified members of staff within early years settings in England. The Department for Education's statutory guidance on this is set out in the "Early years qualification requirements and standards" published on https://www.gov.uk/government/publications/early-years-qualification-requirements-and-standards or any replacement or successor statutory guidance (the **EYQ Guidance**). Section 1 of the EYQ Guidance sets out the qualifications that staff must hold to be included in the specified staff:child ratios at levels 2, 3 and 6 of the early years foundation stage (**EYFS**) and Section 2 of the EYQ Guidance sets out the criteria that early years qualifications must meet to be recognised by the Department for Education. The EYQ Guidance should be read alongside the "Early years foundation stage (EYFS) statutory framework" published on https://www.gov.uk/government/publications/early-years-foundation-stage-framework--2 or any replacement or successor statutory guidance (the **EYQ Framework)**, which sets out the standards that school and childcare providers must meet for the learning, development and care of children aged 0-5.

20.3 Upon request from individuals with UK qualifications, the Supplier shall assess whether they hold a Full and Relevant Qualification. Holders of a Full and Relevant Qualification can be included in the staff:child ratios at the level appropriate to the relevant criteria and can therefore work as a qualified member of staff and within the staff:child ratios in an early years setting in England. Upon request from Applicants with non-UK Qualifications, the Supplier shall assess whether their Qualifications meet the Early Years Qualifications Criteria and can therefore work as a qualified member of staff and within the staff:child ratios in an early years setting in England.

UK qualifications

20.4 The Supplier shall, upon request from an individual who has achieved qualifications in the UK, assess whether the qualifications achieved by that individual is a Full and Relevant Qualification by:

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20.5 providing such assessment at no charge to the individual;

20.6 making available a dedicated email address published on the UK ENIC Portal for individuals who wish to make a request, with such email address to provide an immediate and automated response to acknowledge the request;

20.7 confirming whether the individual's qualification appears on the Early Years Qualification List and is therefore a Full and Relevant Qualification within 5 Working Days of receipt of the request by using a template response pack which will be provided by the Authority from time to time;

20.8 where the Supplier assesses that the individual does not hold a Full and Relevant Qualification, providing further information and guidance, including, but not limited, guidance on how to achieve a Full and Relevant Qualification;

20.9 liaising with the individual via email and, where relevant, asking for further evidence or documentation, if required, to make a full assessment;

20.10 providing guidance on the UK ENIC Portal to:

20.10.1 firstly signpost individuals to the Early Years Qualification List to self-determine whether their qualification is listed in the Early Years Qualification List and therefore is a Full and Relevant Qualification; and

20.10.2 give information in relation to the application process, documents which are required to support an application, frequently asked questions, and deadlines for the final assessment; and

20.10.3 include a complaints procedure, such procedure to be approved by the Authority.

Non-UK Qualifications

20.11 The Supplier shall, upon request from an Applicant who has achieved a non-UK Qualification, assess whether the Qualification achieved by that Applicant meets the Early Years Qualifications Criteria and therefore enables the Applicant to work as a qualified member of staff within the staff:child ratios in early years settings in England by:

20.12 during the Implementation Period, building functionality on the UK ENIC Portal to support:

20.12.1 online applications for assessments of non-UK Qualifications;

20.12.2 checking the status of applications for assessments by Applicants;

20.12.3 confirmation of the outcome of the Assessment within 20 Working Days of the receipt of application, full documentation and payment of the relevant fee in accordance with Paragraph 12;

20.13 enabling Applicants to be charged fees via the Payment Portal, in accordance with Paragraph 12, such fee to be determined by the Authority from time to time and any change to the fee to be implemented by the Supplier within 3 months of notice;

20.14 providing a self-certification form for Applicants to submit in support of their application for Assessment; such self-certification form shall have been completed and certified by the training provider which issued the original Qualification including, but not limited to, confirmation whether the Early Years Educator (level 3) criteria or the Early Years Practitioner (level 2) criteria, in each case including all of the relevant Early Years Qualification Sub-Criteria, were met (the template of the self-certification form will be provided by the Authority from time to time);

20.15 when processing applications:

20.15.1 record the time at which the request from an Applicant was received;

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20.15.2 confirm receipt of payment of the fees to the Authority in accordance with Paragraph 12.3;

20.15.3 confirm receipt of a copy of the required evidence of the Applicant's Qualifications, including, where relevant, transcript(s) and certified translations where the original documentation is not in English;

20.15.4 request further evidence or documentation, if required;

20.16 to assess whether an Applicant's Qualification meets the Early Years Qualifications Criteria, completing the following process consisting of:

20.16.1 an Assessment of the Qualification for the purposes of a Statement of Comparability;

20.16.2 evaluating whether the Qualification fully meets the relevant set of Early Years Qualifications Criteria and confirming whether the non-UK Qualification can be granted Recognition immediately or whether the Applicant is required to complete further steps to achieve Recognition by applying the following thresholds;

(a) if 100% of the Early Years Qualifications Sub-Criteria applicable to the relevant set of Early Years Qualifications Criteria have been met, the Supplier shall confirm Recognition of the Qualification to the Applicant,

(b) if at least 50% of the Early Years Qualifications Sub-Criteria applicable to the relevant set of Early Years Qualifications Criteria have been met, the Supplier shall provide information on the next steps on how the Applicant can meet the Early Years Qualifications Sub-Criteria which their Qualification was assessed as not meeting by either completing an Adaptation Period or completing standalone units with a registered provider; and

(c) if less than 50% of the Early Years Qualifications Sub-Criteria applicable to the relevant set of Early Years Qualifications Criteria have been met, the Supplier shall inform the Applicant of the requirement to undertake a qualification that is a Full and Relevant Qualification; and

20.16.3 in respect of Applicants holding Qualifications comparable to UK Level 3 Qualifications, an Assessment of their literacy and numeracy Qualifications for the purposes of a Statement Comparability;

20.17 following Assessment, providing an evaluation statement to the Applicant setting out at least the following items (the **Early Years Statement**) the template of which will be provided by the Authority from time to time:

20.17.1 a Statement of Comparability in relation to the Qualifications submitted by the Applicant;

20.17.2 a list of which Early Years Qualification Sub-Criteria applicable to the relevant set of Early Years Qualification Criteria are met by the Applicant's Qualification;

20.17.3 the percentage of the Early Years Qualification Sub-Criteria applicable to the relevant set of Early Years Qualification Criteria that have been met by the Applicant's Qualification;

20.17.4 in respect of Applicants holding Qualifications comparable to UK Level 3 Qualifications:

(a) a Comparability Statement in relation to the Applicants literacy and numeracy Qualifications; and

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(b) an Assessment whether such literacy and numeracy Qualifications are comparable to i) the suitable level 2 English qualifications set out in section 1.13 of the EYQ Guidance and ii) the suitable level 2 maths qualifications set out in section 1.30 of the EYQ Guidance;

20.17.5 a confirmation whether the Applicant's Qualification meets the relevant set of Early Years Qualifications Criteria and the Applicant has gained recognition to work as a qualified member of staff and can be included in the relevant staff:child ratios in England;

20.17.6 where the Applicant's Qualification does not meet the Early Years Qualifications Criteria, information in accordance with the provision set out in 20.16.2(b) and 20.16.2(c) providing the Authority's contact details for assessment whether recognition as a qualified member of staff who can be included in the relevant staff:child ratios in England will be granted after completion of such steps; and

20.17.7 information on any additional steps that an Applicant may need to undertake for working as a qualified member of staff within the staff:child ratios in early years settings in England including, but not limited, DBS checks through an employer;

20.18 providing guidance on the UK ENIC Portal:

20.18.1 to give information in relation to the application process, fees payable by Applicants, documents which are required to support an application, frequently asked questions, and deadlines for the final assessment; and

20.18.2 of the complaints procedure, such procedure to be approved by the Authority.

General

20.19 Where the Supplier receives requests outside the scope of the requirements set out at paragraphs 20.4 to 20.11 it shall refer the relevant individual to the Authority within 20 Working Days of such request by using the contact details provided by the Authority from time to time.

21. Teacher Regulation Authority Services

Introduction

21.1 The Teaching Regulation Agency (**TRA**), on behalf of the Authority, operates a system that allows teachers trained in the countries or regions listed in "A fairer approach to awarding QTS to overseas teachers" published on: https://www.gov.uk/government/publications/awarding-qualified-teacher-status-to-overseas-teachers/a-fairer-approach-to-awarding-qts-to-overseas-teachers--2, or any replacement or successor policy (the **Awarding QTS to Overseas Teachers Policy**) to apply for qualified teacher status (**QTS**). The Awarding QTS to Overseas Teachers Policy lists the following countries and regions:

(a) Australia, Canada, the European Economic Area, Gibraltar, Guernsey, Hong Kong, Jersey, New Zealand, Northern Ireland, Scotland, Switzerland, Ukraine and the United States of America; and

(b) in respect of subject specialism in languages, mathematics or science and a qualification to teach 11- to 16-year-olds, Ghana, India, Jamaica, Nigeria, Singapore and South Africa.

21.2 Applicants submit their Higher Education Qualifications to the TRA for an initial assessment. Where Applicants have passed the initial assessment (**Eligible Applicants**), the TRA will refer the Higher Education Qualifications of Eligible Applicants for verification to the Supplier.

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Service Requirement

21.3 The Supplier shall verify an Eligible Applicant's Higher Education Qualification by:

21.3.1 providing an online verification platform which:

(a) enables the TRA to securely request verification checks directly with a non-UK Higher Education Institution which originally issued the relevant Higher Education Qualification;

(b) tracks the status of a request;

(c) accepts digital images of the original certificate of Higher Education Qualification; and

(d) provides the outcome of the verification check.

21.3.2 providing a verification check of the Eligible Applicant's full name, date of birth, dates of attendance, institution, course title or award, qualification type and classification or grade within an average of 15 Working Days, in accordance with KPI 1 in Table 3 of Part A of Annex 1 of Schedule 3 (*Performance Levels*).

21.4 The Supplier shall respond to fluctuations in referral volumes for verification checks.

Part D - Optional Services

22. The Authority may request the Supplier to create and deliver a training programme in support of the Services which may include, but is not limited to, training on the education and training systems in the UK and outside the UK. Any such request, including applicable charges, will be agreed by the Parties.

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Annex 1: Comparability Methodologies

Annex 1: Comparability Methodology

The Comparability Methodology includes:

1. Information Management System
2. Evaluation Criteria
3. UK NARIC Band Framework
4. Application Procedures

Information Management System

The Information Management System is a structured process to organise and handle data essential to the Recognition of Qualifications. This process comprises two elements: system- specific information, or scheduled country updates, and Qualification-specific information, or research into individual Qualifications. These two elements are interconnected and mutually re-enforcing rather than sequential.

System-Specific Information

To ensure that evolving standards and changing education provision are appropriately reflected in the Recognition process, the information held on national systems and their Qualifications shall be as detailed as possible. System-specific information shall include details ranging from structural design and mainstream Qualifications to specifications for each level and/or type of awards.
UK ENIC has a range of databases with over 200 country files providing information on each education system, in addition to comparability recommendations and lists of Recognised Higher Education Institutions.

The information provided is as follows:

- Country description
- School education
- Technical and vocational education
- Higher Education
- Grading systems
- Teacher education
- Quality assurance
- List of Qualifications and how they are compared to the UK education system
- Lists of Recognised Higher Education Institutions
- Glossary.

The Supplier is required to maintain a rolling programme of updates to ensure that country files are as accurate and up-to-date as possible. In addition, priority countries are identified each year to establish where there have been significant changes in the system and major updates are required. The revision of data currently held and the comparative studies of various data shall lead to a detailed, country-specific review programme based on needs analysis.

Following the identification of information development needs, the process of systematic updating or verification is structured into the five stages as detailed below:

Information Update Process:

Stage 1: Desk-Based Research

Desk-based research is an essential initial step to determine areas for information development. This involves a review of the existing data with the view to recognising key issues and demands for information. This step shall be a critical analysis designed to provide an audit of data held and information required, enabling knowledge gap identification and intelligence gathering.

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The outcome of the desk-based research shall highlight specifically the information needed, the level of involvement required and a realistic timeframe.

Stage 2: Data Collection and In-Country Reviews

Data collection and in-country reviews are an intelligence gathering exercise which shall be undertaken by experienced personnel with the required skills and prior knowledge of the region or country or sectors. Linguistic competence and cultural awareness are also very important. People fluent in a particular language are often best placed to undertake an in-country review exercise.

Stage 3: Data Processing and Analysis

To ensure usage of statistically valid data and reliable information, it is important that collected information is carefully analysed prior to publication or its use as part of the Recognition process. In some cases, verification and cross checking of information is also required.

Stage 4: Quality Assurance Mechanism

The Supplier shall use two main forms of quality assurance measures to monitor the outcomes of country information reviews. All country file updates must have managerial approval and all decisions on qualification assessments are made collectively by the research team in regular editorial meetings. Member feedback and in-country expert feedback will also be taken under consideration.

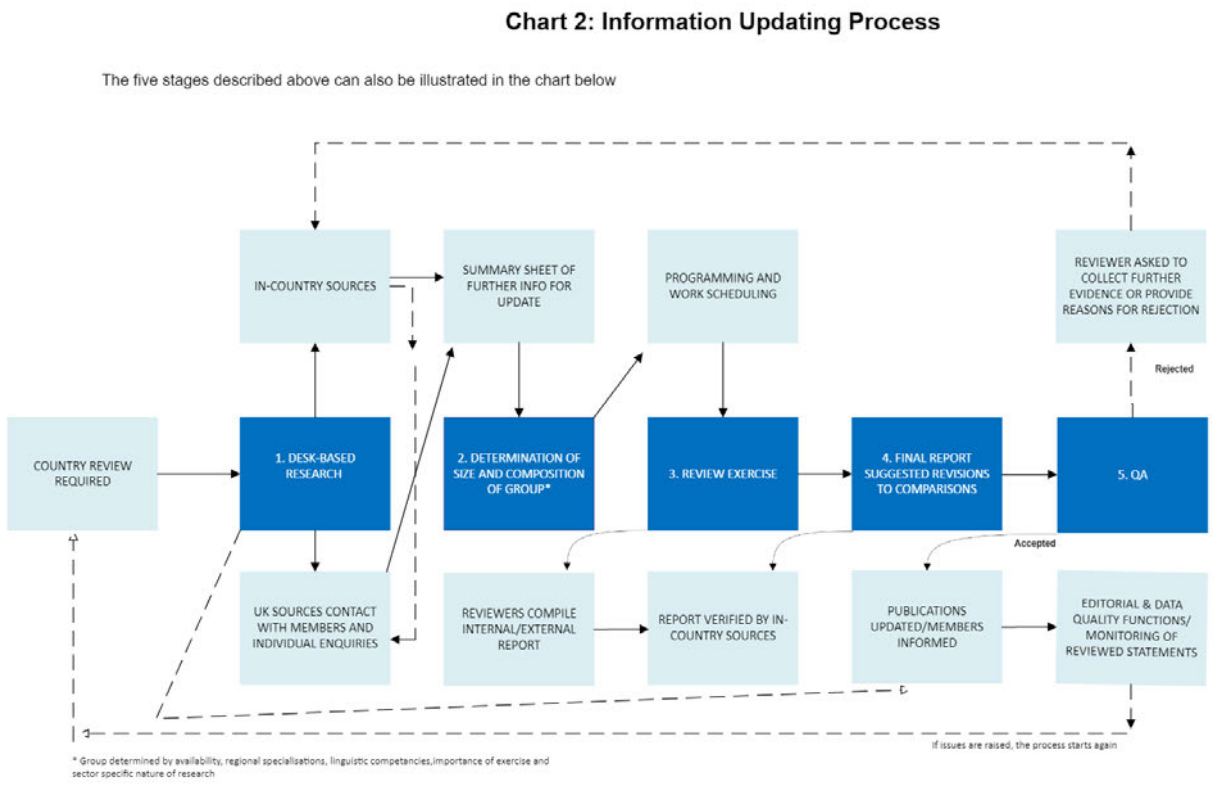
Stage 5: Information Dissemination

The completion of the systematic information development cycle is marked by publication and dissemination. Published information needs to remain diplomatic whilst also expressive to its users. It therefore often needs to hint at prevailing situations rather than use overt statements.

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The five stages described above can also be illustrated in the flow chart below:

Chart 2: Information Updating Process



Qualification-Specific Information

In addition to scheduled country updates, the Supplier shall research and assess individual Qualifications for which there is no existing statement of comparability or where it is clear that the existing statement needs to be reviewed.

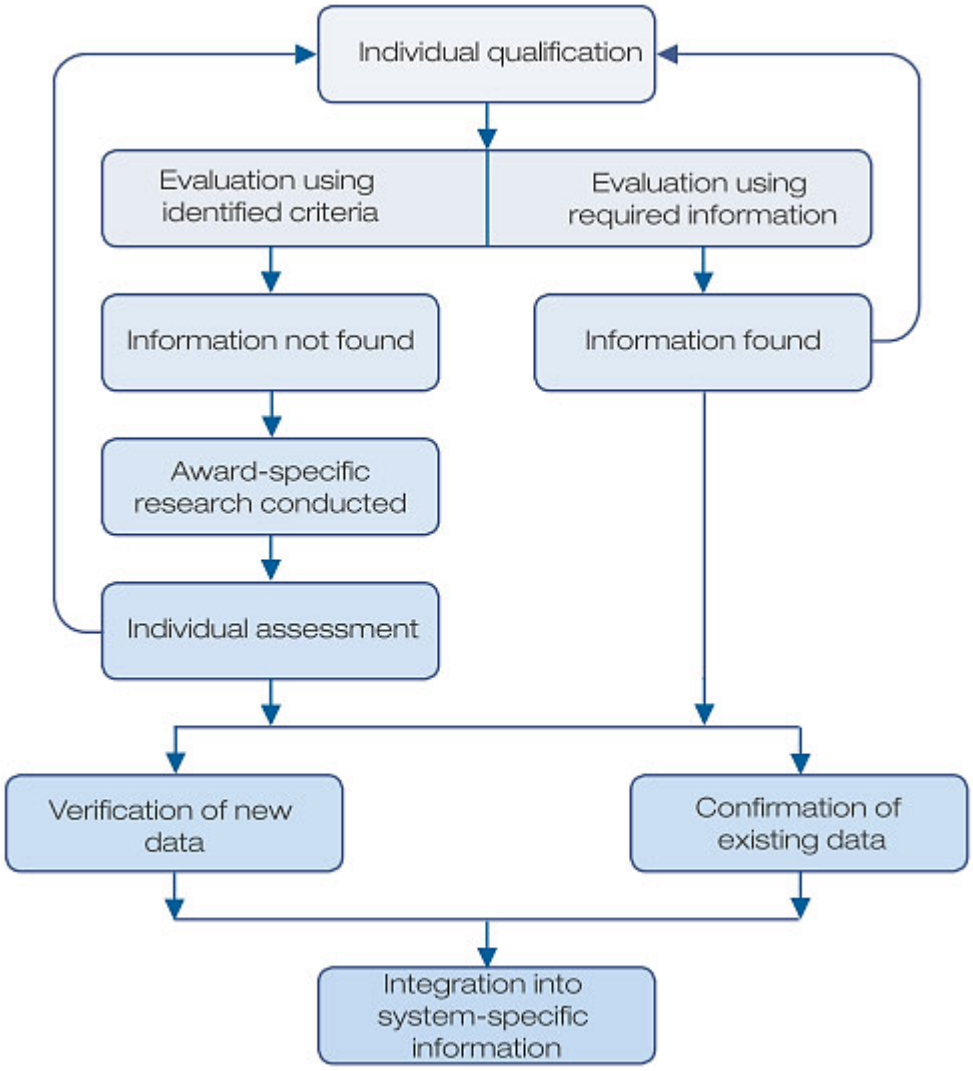
Using desk-based research, the information needed to assess the qualification is obtained and the Qualification shall be assessed using the established UK ENIC evaluation criteria. Qualification-specific information includes typically 'what and how' elements, i.e. title of the award, content, structure, provider and expected Learning Outcomes.

The Recognition of an individual award may conform to the established, generic Statement of Comparability accorded to a type and range of Qualifications. Equally, it may challenge the established recommendations and therefore generate the need for revision of information. Once the information is collected, it will in turn supplement and support individual evaluations.

The chart below demonstrates how qualification-specific information feeds into the Information Management Process.

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Chart 3: Relationship between qualification-specific information and the information management process



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Evaluation Criteria

When comparing overseas qualifications to UK qualifications, the Comparability Methodology considers the following criteria:

- National recognition status of the Qualification and awarding institution
- Level of the Qualification in the context of its home education system at the time of completion
- Entry requirements
- Course duration
- Course structure, style and content
- Assessment methods
- Learning Outcomes
- Progression routes and rights.

This approach is in line with the underlying aims and objectives of the Lisbon Recognition Convention.

All factors shall be taken into account; no single factor is more important than any other. Course duration and the position of an award on a national or regional Qualifications framework, for example, are not overriding factors in the evaluations.

In the case of older awards which have been retrospectively aligned to a certain Qualification framework level in-country, the qualification standing at the time of completion will be a key factor in the evaluation process.

The outcome of an evaluation is a comparison to a standard, level or qualification in the UK, wherever relevant and possible. These are taken from the ENIC Band Framework as set out below.

The comparisons are presented as informed opinion and guidance; the decisions are not bound by law. UK Higher and further education institutions, employers and professional bodies are independent organisations which will consider candidates at their own discretion, taking into account additional factors as necessary.

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UK NARIC Band Framework

The structure, purpose and outcomes of international Qualifications vary widely. No direct equivalence between awards is possible; the Comparability Methodology instead focuses on comparisons.

In accordance with the Comparability Methodology, first the comparable UK level of an international Qualification is identified, followed by the identification of the closest UK counterpart Qualification(s).
Both comparable levels and comparable Qualifications are referenced in a Statement of Comparability.

The UK NARIC Band Framework is a hierarchical set of outcomes, with 16 Bands, designed to provide maximum differentiation and detail in comparing qualifications.

The Bands reference existing Qualifications in the UK and also the established Qualification frameworks. This is shown in the tables below.

The Band Framework acts as a translation mechanism for international qualifications – illustrating comparable level, and the types of UK Qualification to which the international award best compares.

Band 0

Academic

UK Framework Levels	RQF Entry Levels 1-2 / SCQF Levels 1-2 / CQFW Entry Levels 1-2
Comparable UK Qualification(s)	RQF/CQFW Entry level 1-2 Certificates / Functional Skills Awards / SQA National 1-2 Courses / SQA Awards at SCQF level 1-2

Vocational

UK Framework Levels	RQF Entry Levels 1-2 / SCQF Levels 1-2 / CQFW Entry Levels 1-2
Comparable UK Qualification(s)	RQF/CQFW Entry Level 1-2 Award/Certificate/Diploma / SQA National Certificate at SCQF level 2 / SQA National Progression Award at SCQF level 2

Occupational

UK Framework Levels	RQF Entry Levels 1-3 / SCQF Levels 1-3 / CQFW Entry Levels 1-3
Comparable UK Qualification(s)	RQF/CQFW Entry Level 1-3 Award/Certificate/Diploma / SQA National Certificate at SCQF level 1-3 / SQA National Progression Award at SCQF level 1-3

Framework

UK Framework Levels	RQF Entry Levels 1-3 / SCQF Levels 1-3 / CQFW Entry Levels 1-3
Comparable UK Qualification(s)	No direct comparison

[For qualifications lower in standard, 'No Comparability' statement applies.]

Band 1

Academic

UK Framework Levels	RQF Entry Level 3 / SCQF Level 3 / CQFW Entry Level 3
Comparable UK Qualification(s)	RQF/CQFW Entry level 3 Certificates / Functional Skills Awards / SQA National 3 Courses / SQA Awards at SCQF level 3

Academic

UK Framework Levels	RQF Entry Levels 1-3 / SCQF Levels 1-3 / CQFW Entry Levels 1-3
Comparable UK Qualification(s)	Below GCSE

Vocational

UK Framework Levels	RQF Entry Level 3 / SCQF Level 3 / CQFW Entry Level 3
Comparable UK Qualification(s)	RQF/CQFW Entry Level 3 Award/Certificate/Diploma / SQA National Certificate at SCQF level 3 / SQA National Progression Award at SCQF level 3

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Band 2

Academic

UK Framework Levels	RQF Level 1 / SCQF Level 4 / CQFW Level 1
Comparable UK Qualification(s)	GCSE (grades D-G / 3-1) / Scottish National 4 / Foundation Welsh Baccalaureate
Further Consideration(s)	English and Maths are graded on a 9 (highest) to 1 scale, with 3-1 representing an equivalent level of performance to the grades D-G.

Vocational

UK Framework Levels	RQF Level 1 / SCQF Level 4 / CQFW Level 1
Comparable UK Qualification(s)	BTEC Level 1 Certificate / Diploma / Scottish National 4

Occupational

UK Framework Levels	RQF Level 1 / SCQF Level 4 / CQFW Level 1
Comparable UK Qualification(s)	Level 1 NVQ / SVQ Level 1

Framework

UK Framework Levels	RQF Level 1 / SCQF Level 4 / CQFW Level 1
Comparable UK Qualification(s)	No direct comparison

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Band 3

Academic

UK Framework Levels	RQF Level 2 / SCQF Level 5 / CQFW Level 2
Comparable UK Qualification(s)	GCSE (grades A*-C / 9-4) / Scottish National 5 (grades A-C) [1] / Intermediate Welsh Baccalaureate
Further Consideration(s)	Depending upon the pass mark and whether English is studied as a first language, individual subjects may be considered directly comparable to their UK counterparts. English and Maths are graded on a 9 (highest) to 1 scale, with 9-4 representing an equivalent level of performance to the grades A*-C.

Vocational

UK Framework Levels	RQF Level 2 / SCQF Level 5 / CQFW Level 2
Comparable UK Qualification(s)	BTEC Firsts / SQA National Certificate at SCQF Level 5 / SQA National Progression Award at SCQF Level 5

Occupational

UK Framework Levels	RQF Level 2 / SCQF Level 5 / CQFW Level 2
Comparable UK Qualification(s)	Level 2 NVQ / SVQ Level 2

Framework

UK Framework Levels	RQF Level 2 / SCQF Level 5 / CQFW Level 2
Comparable UK Qualification(s)	No direct comparison

Footnotes

[1] A Scottish National 5 grade D is also considered a SCQF Level 5 qualification.

Band 4

Academic

UK Framework Levels	Between RQF Level 2 / SCQF Level 5 / CQFW Level 2 and RQF Level 3 / SCQF Level 6 / CQFW Level 3
Comparable UK Qualification(s)	Between GCSE and GCE AS level

Vocational

UK Framework Levels	Between RQF Level 2 / SCQF Level 5 / CQFW Level 2 and RQF Level 3 / SCQF Level 6 / CQFW Level 3
Comparable UK Qualification(s)	Between BTEC First and BTEC National qualifications / SQA National Certificate at SCQF Levels 5 and 6 / SQA National Progression Award at SCQF Levels 5 and 6

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Occupational

UK Framework Levels	Between RQF Level 2 / SCQF Level 5 / CQFW Level 2 and RQF Level 3 / SCQF Level 6 / CQFW Level 3
Comparable UK Qualification(s)	Between Levels 2 and 3 NVQ / Between SVQ Levels 2 and 3

Band 5

Academic

UK Framework Levels	RQF Level 3 / SCQF Level 6 / CQFW Level 3
Comparable UK Qualification(s)	GCE Advanced Subsidiary (AS) level / Scottish Higher

Vocational

UK Framework Levels	RQF Level 3 / SCQF Level 6 / CQFW Level 3
Comparable UK Qualification(s)	BTEC National Certificate / Extended Certificate / Foundation Diploma / Scottish Higher / SQA National Certificate at SCQF Level 6 / SQA National Progression Award at SCQF Level 6

Occupational

UK Framework Levels	RQF Level 3 / SCQF Level 6 / CQFW Level 3
Comparable UK Qualification(s)	RQF/CQFW Level 3 Awards/Certificates / SQA Professional Development Award at SCQF Level 6 / SQA Awards at SCQF Level 6

Band 6

Academic

UK Framework Levels	RQF Level 3 / SCQF Level 6-7 / CQFW Level 3
Comparable UK Qualification(s)	Overall standard of GCE Advanced (A) level / Scottish Advanced Higher / Scottish Baccalaureate / Advanced Welsh Baccalaureate
Further Consideration(s)	Due to the scope of subject coverage, it may not be possible to compare individual subjects to their UK counterparts. In this scenario, passed subjects can be considered at least comparable to GCSE (grades A*-C) / Scottish National 5 (grades A-C).

Vocational

UK Framework Levels	RQF Level 3 / SCQF Level 6-7 / CQFW Level 3
Comparable UK Qualification(s)	T Level / BTEC National Diploma / Extended Diploma

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Occupational

UK Framework Levels	RQF Level 3 / SCQF Level 6-7 / CQFW Level 3
Comparable UK Qualification(s)	Level 3 NVQ / SVQ Level 3 / SQA Professional Development Award at SCQF Levels 6 and 7

Framework

UK Framework Levels	RQF Level 3 / SCQF Level 6-7 / CQFW Level 3
Comparable UK Qualification(s)	No direct comparison

Band 7

Academic

UK Framework Levels	RQF Level 4 / SCQF Level 7 / CQFW Level 4
Comparable UK Qualification(s)	Certificate of Higher Education (CertHE)

Vocational

UK Framework Levels	RQF Level 4 / SCQF Level 7 / CQFW Level 4
Comparable UK Qualification(s)	BTEC Level 4 / SQA Higher National Certificate (HNC) (SCQF Level 7)

Occupational

UK Framework Levels	RQF Level 4 / SCQF Level 7 / CQFW Level 4
Comparable UK Qualification(s)	Level 4 NVQ / SQA Professional Development Award at SCQF Level 7

Framework

UK Framework Levels	RQF Level 4 / SCQF Level 7 / CQFW Level 4
Comparable UK Qualification(s)	No direct comparison

Band 8

Academic

UK Framework Levels	RQF Level 5 / SCQF Level 8 / CQFW Level 5
Comparable UK Qualification(s)	Diploma of Higher Education (DipHE)

Vocational

UK Framework Levels	RQF Level 5 / SCQF Level 8 / CQFW Level 5
Comparable UK Qualification(s)	Foundation degree / BTEC Level 5 / SQA Higher National Diploma (HND) (SCQF level 8)

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Occupational

UK Framework Levels	RQF Level 5 / SCQF Level 8 / CQFW Level 5
Comparable UK Qualification(s)	Level 5 NVQ / SVQ Level 4 / SQA Professional Development Award at SCQF level 8

Framework

UK Framework Levels	RQF Level 5 / SCQF Level 8 / CQFW Level 5
Comparable UK Qualification(s)	No direct comparison

Band 9

Academic

UK Framework Levels	RQF Level 6 / SCQF Level 9 / CQFW Level 6
Comparable UK Qualification(s)	Bachelor (Ordinary) degree [2]

Vocational

UK Framework Levels	RQF Level 6 / SCQF Level 9 / CQFW Level 6
Comparable UK Qualification(s)	RQF/CQFW Level 6 Diploma / SQA Professional Development Award at SCQF Level 9

Occupational

UK Framework Levels	RQF Level 6 / SCQF Level 9 / CQFW Level 6
Comparable UK Qualification(s)	Level 6 NVQ / SVQ Level 4 / SQA Professional Development Award at SCQF Level 9

Framework

UK Framework Levels	RQF Level 6 / SCQF Level 9 / CQFW Level 6
Comparable UK Qualification(s)	No direct comparison

Footnotes

[2] This level also encompasses the Scottish Master's (Ordinary) degrees as awarded at Scottish Ancient Universities.

Band 10

Academic

UK Framework Levels	RQF Level 6 / SCQF Level 10 / CQFW Level 6
Comparable UK Qualification(s)	Bachelor (Honours) degree [3]

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Academic

UK Framework Levels	RQF Level 6 / SCQF Level 10 / CQFW Level 6
Comparable UK Qualification(s)	Bachelor degree

Academic

UK Framework Levels	RQF Level 6 / SCQF Level 9-10 / CQFW Level 6
Comparable UK Qualification(s)	Graduate Certificate / Graduate Diploma

Vocational

UK Framework Levels	RQF Level 6 / SCQF Level 10 / CQFW Level 6
Comparable UK Qualification(s)	RQF/CQFW Level 6 Diploma / SQA Professional Development Award at SCQF Level 10

Occupational

UK Framework Levels	RQF Level 6 / SCQF Level 10 / CQFW Level 6
Comparable UK Qualification(s)	Level 6 NVQ / SQA Professional Development Awards at SCQF Level 10

Framework

UK Framework Levels	RQF Level 6 / SCQF Level 10 / CQFW Level 6
Comparable UK Qualification(s)	No direct comparison

Footnotes

[3] This level also encompasses the Scottish Master's (Honours) degree standard as awarded at Scottish Ancient universities and the Master of Arts (Honours) awarded by Oxford and Cambridge Universities.

Band 11

Academic

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	Postgraduate Certificate

Academic

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	Postgraduate Diploma

Vocational

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	RQF/CQFW Level 7 Diploma / SQA Professional Development Award at SCQF Level 11

Occupational

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	Level 7 NVQ / SVQ Level 5

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Band 12

Academic

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	Master's degree

Academic

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	Integrated Master's degree (e.g. MEng, MChem, MPhys, MPharm, MArch)

Academic

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	Primary (or first) qualifications in medicine, (e.g. BM BS), dentistry (e.g. BDS) and veterinary science (e.g. BVSc)

Vocational

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	

Occupational

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	

Framework

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	No direct comparison

Band 13

Academic

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	Master of Philosophy degree (MPhil) / Master of Research (MRes)

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Vocational

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	

Occupational

UK Framework Levels	RQF Level 7 / SCQF Level 11 / CQFW Level 7
Comparable UK Qualification(s)	

Band 14

Academic

UK Framework Levels	RQF Level 8 / SCQF Level 12 / CQFW Level 8
Comparable UK Qualification(s)	Doctor of Philosophy degree (PhD)

Vocational

UK Framework Levels	RQF Level 8 / SCQF Level 12 / CQFW Level 8
Comparable UK Qualification(s)	Professional Doctorate (e.g. EdD, DClinPsy, DBA)

Occupational

UK Framework Levels	RQF Level 8 / SCQF Level 12 / CQFW Level 8
Comparable UK Qualification(s)	RQF/CQFW Level 8 Diploma / SQA Professional Development Award at SCQF level 12

Band 15

Framework

UK Framework Levels	RQF Level 8 / SCQF Level 12 / CQFW Level 8
Comparable UK Qualification(s)	No direct comparison

Academic

UK Framework Levels	N/A
Comparable UK Qualification(s)	Higher Doctorate (e.g. DD, DLitt, DSc, LLD, MedScD)

No Comparability

UK Framework Levels	N/A
Comparable UK Qualification(s)	No Comparability

Application Procedures

All international Qualifications are considered in the same manner to ensure that each is treated as fairly and efficiently as possible. This process includes the following procedures:

- Documentation submitted is analysed by a staff member who determine(s) whether correct or required information has been provided

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- An initial decision is made as to whether assessment can be provided
- Qualifications are evaluated in accordance with ENIC guidelines
- Validity of certificates considered
- Response drafted
- Verification and quality checking of all responses and evaluations.

In the event of further information required to ensure fair Recognition of a given Qualification (as in the case of a new award and/or discontinued Qualifications), further additional steps should apply:

- Appropriate authorities should be contacted in order to obtain further information on a given award. The Applicant should be informed if the process will take longer than the standard timescale
- Information request chased up on a weekly basis until received
- Once a response has been received, the validity of this information is considered: if the response is insufficient to provide an evaluation, further information requests are considered
- Qualifications are then evaluated in accordance with the new information and in the context of previous evaluations for the country in question
- The conclusions of these cases are then presented to senior evaluators for: a) approval of the individual evaluation; and b) building the award-specific data into the system information range.

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Annex 2: Additional Website Operational and Accessibility Requirements

A Website Operational Requirements

1. Availability

   Average uptime for Website and Database is required to be 99% or above, excluding permitted maintenance down-time. Permitted maintenance down-time is required to be not more than 4 hours per month and be carried out between the hours of 12midnight Friday and 12 midnight Sunday GMT.

2. Performance

   User interfaces must respond to data requests and process events / responses in a time commensurate with modern digital services, such that user experience is not impaired.

3. Reliability, Resilience and Disaster Recovery

   System data are required to be backed up daily in one or multiple separate physical locations and retained for at least 90 days.

   Separate environments are required to be available for development/testing, staging and production. Adequate disaster recovery protocols are required to be in place that enable the front and back-end services (including live data) to be fully restored, tested and available to users within 48 hours.

4. Testing

   The Supplier must document its approach to various forms of testing and related processes and document test results and mitigations.

5. Security

   ISO 27001:2013 and Cyber Essentials Plus certification ·

   The Supplier shall comply with the UK Government's security policy framework published on: https://www.gov.uk/government/publications/security-policy-framework (or any replacement or successor policy framework) and National Cyber Security Centre (NCSC) guidelines published on https://www.ncsc.gov.uk/section/advice-guidance/all-topics (or any replacement or successor guidelines).

B. Website Accessibility Requirements

6. The Supplier shall comply with the following requirements:

   6.1 make the UK ENIC Portal and any mobile application(s) accessible in accordance with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018;

   6.2 make the UK ENIC Portal compliant with the "Web Content Accessibility Guidelines version 2.1" published on https://www.w3.org/TR/WCAG21/ or any replacement or successor guidelines;

   6.3 publish an accessibility statement on the UK ENIC Portal which complies with the Public Sector Bodies Accessibility Regulations 2018; and

   6.4 review its accessibility statement on an annual basis throughout the life of the contract and include the date of the most recent review in the accessibility statement.

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Annex 3: Pro Forma Statement of Comparability

On behalf of
Department for Education

United Kingdom National Information Centre for Qualifications and Skills
[*Insert name of Supplier following contract award*] delivers the services of the UK national information centre (the **UK ENIC**).
www.enic.org.uk

Statement of comparability

For qualification holder: UK ENIC reference:
Employers and institutions: you can verify that this document is genuine by visiting **www.enic.org.uk/verification**

Qualification title:
Country of award:
Year:
Awarded by:

Comparison
UK Framework levels: Comparable UK qualifications:

DATE OF REPORT ISSUE:

Please note that the year listed may denote the year in which the qualification was completed or the year in which the qualification was conferred to the holder. The date of conferral is usually confirmed on the final certificate and is when the awarding body formally acknowledges that a student has graduated from the course in question and completed all the established requirements.

This assessment is based on qualification documents presented to UK ENIC. The UK ENIC service assesses the comparability of qualifications, it does not provide confirmation that the holder of this Statement of Comparability has been awarded the qualification(s).

UK ENIC is the national information centre for the recognition and evaluation of international qualifications and skills. The assessments and statements of comparability above are based on expert opinion. They are not binding and should be used for guidance only.

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Annex 4: Corporate Bundles Services and Subscription Scheme

Corporate Bundle Services

This service is aimed at organisations and companies which make more frequent applications for Statements of Comparability or Qualification Reference Statements on behalf of individual clients or Applicants.

Packages

Standard Bundle Service

No of Statements of Comparability in the bundle	Initial Bundle Price (per Statement of Comparability)	Initial Full Bundle Price
5	To be determined by the Authority from time to time	To be determined by the Authority from time to time
10	To be determined by the Authority from time to time	To be determined by the Authority from time to time
20	To be determined by the Authority from time to time	To be determined by the Authority from time to time
30	To be determined by the Authority from time to time	To be determined by the Authority from time to time
40	To be determined by the Authority from time to time	To be determined by the Authority from time to time

Refugee Bundle Service

No of Statements of Comparability in the bundle	Initial Bundle Price (per Statement of Comparability)	Initial Full Bundle Price
5	To be determined by the Authority from time to time	To be determined by the Authority from time to time
10	To be determined by the Authority from time to time	To be determined by the Authority from time to time
20	To be determined by the Authority from time to time	To be determined by the Authority from time to time
25	To be determined by the Authority from time to time	To be determined by the Authority from time to time
30	To be determined by the Authority from time to time	To be determined by the Authority from time to time
40	To be determined by the Authority from time to time	To be determined by the Authority from time to time
50	To be determined by the Authority from time to time	To be determined by the Authority from time to time
60	To be determined by the Authority from time to time	To be determined by the Authority from time to time

The Standard Bundle Service and Refugee Bundle services include:

- A faster turnaround service. (5-working day turnaround instead of the 15-working day turnaround for purchasing a single).
- Support services - the “bundle subscriber” is assigned a dedicated UK ENIC Account Manager who can be contacted with any queries regarding their bundle package or applications

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Translation waiver at no additional cost. A translation waiver is a service by which the application and supporting documents are processed in a language other than the six (6) UN languages (Arabic, Chinese, English, French, Russian and Spanish).

- The delivery of the Statement of Comparability as an eStatement at no additional cost to the bundle subscriber.

Qualification Reference Statement Bundle Service

No of Qualification Reference Statements in the bundle	Initial Bundle Price (per Qualification Reference Statement	Initial Full Bundle Price
5	To be determined by the Authority from time to time	To be determined by the Authority from time to time
10	To be determined by the Authority from time to time	To be determined by the Authority from time to time
20	To be determined by the Authority from time to time	To be determined by the Authority from time to time
25	To be determined by the Authority from time to time	To be determined by the Authority from time to time
30	To be determined by the Authority from time to time	To be determined by the Authority from time to time
40	To be determined by the Authority from time to time	To be determined by the Authority from time to time
50	To be determined by the Authority from time to time	To be determined by the Authority from time to time

The Qualification Reference Statement bundle service includes:

- Support services - the “bundle subscriber” is assigned a dedicated UK ENIC Account Manager who can be contacted with any queries regarding their bundle package or applications,
- Translation waiver at no additional cost. A translation waiver is a service by which the application and supporting documents are processed in a language other than the six (6) UN languages (Arabic, Chinese, English, French, Russian and Spanish).
- The delivery of the Qualification Reference Statement as an eStatement at no additional cost to the bundle subscriber.
- There is no fast-track option for a Qualification Reference Statement. The only turnaround time is 20-working days.

Subscription Scheme

Packages	1	2	3	4	5
No of users	Up to 5	Up to 5	Up to 10	Up to 30	Unlimited
Online databases	1	5*	5*	5*	5*
Subscriber Enquiry Support: Response time	None	None	5 Days	48 Hours	48 Hours
Newsletters (12 per year)	Yes	Yes	Yes	Yes	Yes
Conference Delegates	None	1	2	2	3

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Certificate Bank containing examples of certificates	None	None	Yes	Yes	Yes
Price	To be determined by the Authority from time to time	To be determined by the Authority from time to time	To be determined by the Authority from time to time	To be determined by the Authority from time to time	To be determined by the Authority from time to time

**International Comparisons, Vocational Comparisons, Teaching Comparisons, European Secondary Qualifications, International Grade Comparisons Database*

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Annex 5: Person Specification for FTE

1. The FTE who will perform the functions set out in Paragraph 17 shall meet the following requirements:

1.1 have a deep knowledge of, and deep expertise in, the Qualifications, education systems, vocational education and vocational training of the UK and internationally;

1.2 have full understanding of the UK Government's policies and standards for education, training and Mobility in connection with Qualifications, vocational education and vocational training;

1.3 understand the need to operate with due consideration of the public sector and public service requirements

1.4 in respect of the Senior FTE and the Deputy FTE:

1.4.1 have proven ability to communicate and operate at all levels within the public sector, domestically and internationally, with the appropriate gravitas;

1.4.2 have proven experience of international representation and demonstrate the ability to act as the UK ENIC's Representative; and

1.4.3 have proven experience in using networks to create long term partnerships and relationships of value.

2. The Authority shall, in its sole discretion, approve the Supplier's nomination of the Senior FTE and/or the Deputy FTE. Where the Authority does not approve the Supplier's nomination of the Senior FTE and/or the Deputy FTE, the Authority will nominate a relevant individual the engagement costs of whom will be borne by the Supplier.

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Annex 6: Representing UK ENIC at International Meetings

The UK ENIC Representative shall attend the following international meetings with the location and frequency specified. Any changes to the requirements of attendance at international meetings will be notified by the Authority.

Representation at International Meetings

Title	Location	Date/Frequency
Globally UNESCO and UNESCO Region meetings	UNESCO headquarters (Paris) and headquarters of the UNESCO Regions[1]	As required by the Authority in response to requests by the UNESCO and the UNESCO Regions. Generally every two years for each of UNESCO and the five UNESCO Regions.
Lisbon Recognition Convention Committee meetings	Strasbourg	As requested by the Authority. Generally held annually.
Council of Europe expert – to be appointed to the bureaux and working groups of the Council of Europe where needed.	Mainly Strasbourg	As requested by the Authority but not to exceed the requirement of FTE set out in paragraph 17.
Regional **Europe** ENIC-NARIC Networks		Annually in Europe. Location will be confirmed by the ENIC-NARIC Networks

[1] The **UNESCO Regions** and associated conventions are as follows:

Africa: Revised Convention on the Recognition of Studies, Certificates, Diplomas, Degrees and Other Academic Qualifications in Higher Education in African States (the **Addis Convention**)

Arab States: The revised Convention on the Recognition of Studies, Diplomas and Degrees in Higher Education in the Arab States

Asia-Pacific: The Asia-Pacific Regional Convention on the Recognition of Qualifications in Higher Education (the **Tokyo Convention)**

Europe: The Lisbon Recognition Convention

Latin America and Caribbean: The Regional Convention on the Recognition of Studies, Diplomas and Degrees in Higher Education (the **Buenos Aires Convention**)

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Annex 7: UK Annual Conference

Scope

1. The Supplier shall organise and deliver an annual UK ENIC conference (the **UK ENIC Conference**) in central London and another similar annual event in the North of England or Scotland. The purpose of the UK ENIC Conferences is to bring together users of the Services, interested bodies from within and outside the UK, experts in international education, trade in education, qualifications, and developments in the education sector in the UK and in other countries. The UK ENIC Conferences are prestigious events showcasing the UK's educational qualifications and policies and the quality of the Services and providing information on significant developments in the sector and workshops on specific topics of significance to users of the service.

Objectives/Learning Outcome of the UK ENIC UK ENIC Conference

2. The Supplier shall create a programme for each UK ENIC Conference to meet the following objectives:

   a) To bring together users and potential users of the Services and significant experts on, and players in, the international education sector.
   b) To provide a platform for the promotion of UK education and qualifications internationally and the UK ENIC service.
   c) To increase knowledge of developments in the international education sector and analysis of future trends.
   d) To create opportunities for collaboration, sharing of knowledge and networking.
   e) To attract a wide audience of people from the UK and international education sectors.

3. The Supplier shall create a programme which will:

   a) cover one full day which may also include an evening networking event;
   b) for the London event, target 500 participants and for the Northern event, target 200 participants;
   c) include talks given, and plenary events chaired, by guest speakers who are suitably qualified and high profile in their recognised field and who will provide valuable insight into developments in international education;
   d) in-depth workshops on topics including, but not limited to, current topics and major developments; and
   e) be accompanied by UK ENIC Conference materials and resources created by the Supplier and such materials and resources shall be available, including in virtual format, to the delegates before, during or after the UK ENIC Conference for future reference.

4. The Supplier shall obtain the Authority's final approval for the programme, guest speakers and UK ENIC Conference materials and resources or at least 4 months prior the date scheduled for the UK ENIC Conference.

Date of the UK ENIC Conferences

5. The date of the annual UK ENIC Conferences in London and in the North of England and Scotland, respectively, will be at the discretion of the Supplier, subject to prior approval by the Authority.

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However, the London UK ENIC Conference has traditionally been held at the end of the calendar year in early December.

Operational Requirements

UK ENIC Conference Delivery

6. The UK ENIC Conference must be available for delegates to attend in person and via live online streaming facilitated by a user friendly and accessible virtual platform with a recorded version to be made available. The recording must be available for a minimum period of 90 days after the UK ENIC Conference.

7. The Supplier shall make proposals for the delivery of the UK ENIC Conference that take the needs of speakers, delegates, exhibitors, and sponsors in to account. Considerations will include locations for speakers, virtual platforms and timing for sessions.

8. The Supplier shall obtain any required insurance for the delivery of the UK ENIC Conference.

Booking Procedure

9. The Supplier shall make an online booking process available for the booking of all UK ENIC Conference places. The Supplier shall confirm with the delegate the joining details for each UK ENIC Conference in a timely manner along with a calendar invite, including any recommended pre-attendance activity.

Accessibility

10. The UK ENIC Conferences must be inclusive to all delegates, with accessibility requirements to be checked with delegates prior to attending in person or virtually. For example, some delegates may need handouts in accessible versions and/or assistive software to take part. In addition, venues for in person attendance will need to be accessible.

Cancellation

11. The Supplier may cancel a UK ENIC Conference only with a minimum notice period of 3 months unless exceptional circumstances apply. For any proposed cancellation, the Supplier shall obtain the Authority's prior approval. If the Supplier cancels a UK ENIC Conference for any reason, it shall provide an alternative date.

12. The Supplier shall provide a copy of any applicable cancellation policy to the Authority.

Costs

13. The fees charged to delegates in connection with any UK ENIC Conference will be determined by the Authority from time to time, and any changes to the fees shall be implemented by the Supplier without undue delay. Such fees shall be handled in the same way as other fees charged under this Contract.

14. The Supplier shall raise income from sponsors and exhibitors and such arrangements and income shall be in accordance with all applicable HMG policies (including, but not limited to, HMG hospitality policies) and after obtaining prior approval from the Authority. The Supplier shall use reasonable

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endeavours to ensure such income covers the cost of organising the delivering the UK ENIC Conference.

15. To the extent the income does not cover the Supplier's costs in connection with organising and delivering each UK ENIC Conference, the Authority shall pay the Supplier an amount equivalent to such residual costs.

16. The Supplier shall provide to the Authority detailed cost estimates 4 months prior to the scheduled date of the UK ENIC Conference and full accounts 30 days after delivery of the UK ENIC Conference.

Pre-Event Organisation

17. The Supplier shall provide the following pre-event organisation services:

a) Venue Booking
- In person attendance by delegates

b) Venue Management
- Liaison service with the venue and or any other necessary third parties
- Onsite single point of contact

c) Catering Booking
- arrange refreshments/catering through a third-party provider

d) Delegate Registration and Management
- Manage delegate bookings, joining instructions, participation, charging (if any), customising, technical requirements and all other elements needed by delegates to participate fully.
- Maintain delegate lists and keep the Organiser up to date with number of delegate bookings.

e) Materials
- The Supplier must provide all UK ENIC Conference materials and resources to deliver the UK ENIC Conference, and these should be included in the overall delegate attendance price. These must be in a digital format for a virtual UK ENIC Conference.

f) Promotion
- Design a promotion campaign to create interest and engagement in advance of the UK ENIC Conference.
- Co-ordinate mailings (electronically) to all members/contacts of partners involved in the event.
- Liaise with the marketing teams in order to advertise the event on all websites with a link to relevant websites with joint usage of logos.
- Develop and implement a social media campaign throughout the lead-up to the UK ENIC Conference, onsite and post event.

g) Production
- Plan, organise and manage all activity related to streaming of content - including any filming, and audio visual equipment to capture speakers and any other relevant agenda items for broadcast before, during and after the event.

During the Event

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18. The Supplier shall provide the following services during the event:

a) Provide on-site and virtual management (if and where required)

- This will involve all activities to ensure the event runs effectively and provides a great user experience for all involved.

- This includes (but is not limited to) careful management of parallel sessions and delegate queries.

- Any filming or recording of sessions

Post Event

19. The Supplier shall provide the following post event services:

a) Exit Questionnaire to measure success

- Use feedback to analyse the event and to inform planning approaches for future events

b) Management and coordination of post event activities

- Thank Speakers, Sponsors, Exhibitors as required

- Ensure speakers presentations and any other relevant recordings such as Q&A are available to all delegates.

- Prepare end of UK ENIC Conference report/evaluation.

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Schedule 3 – Performance Levels

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Schedule 3 – Performance Levels

1 Definitions

In this Schedule, the following definitions shall apply:

Available means, in relation to the IT Environment and/or the Services, where:

(a) End Users are able to access and utilise all the functions of the Supplier System and/or the Services; and

(b) the Supplier System is able to process the Authority Data and to provide any required reports within the timescales set out in the Services Description (as measured on a 24 x 7 basis); and

(c) all Performance Indicators other than Availability are above the KPI Service Threshold.

Complaint or complaints means complaints arising from Applicants in relation to services delivered by the Supplier to Applicants under this Contract, and expressly excludes complaints arising out of services delivered by the Supplier to Applicants under any other agreement.

System Response Time means the round trip time taken to process a message or request of the IT Environment and/or the Services, and shall be measured from the moment the last packet of data which relates to a particular message is received at the external interface of the IT Environment until a response is generated and the first block of data leaves the external interface (including, for the avoidance of doubt, the time taken for any necessary processing).

End User means any person authorised by the Authority to use the IT Environment and/or the Services.

Non-Available means in relation to the IT Environment or the Services, that the IT Environment or the Services are not Available.

Performance Monitoring Report has the meaning given in Paragraph 1.1(a) of Part B.

Performance Review Meeting means the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Contract, as further described in Paragraph 1.5 of Part B.

Repeat KPI Failure has the meaning given in Paragraph 3.1 of Part A.

Service Downtime means any period of time during which any of the Services are not Available.

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Part A – Performance Indicators and Service Credits

1 Performance Indicators

1.1 Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services and Social Value by the Supplier.

1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.

1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 5.

1.4 If the Authority gives notice pursuant to Clause 5.10 (Optional Services) that it requires the Supplier to provide any or all of the Optional Services, the Key Performance Indicators and Subsidiary Performance Indicators that apply to the provision of those Optional Services will be agreed between the Parties in accordance with the Change Control Procedure.

2 Service Points

2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.

2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.

2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

3 Repeat KPI Failures and Related KPI Failures

Repeat KPI Failures

3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a **Repeat KPI Failure**.

3.2 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

SP = P x 2

where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure; and

P = the applicable number of Service Points for that KPI Failure as set out in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

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Worked example based on the following Service Points regime for Availability:

Availability Severity Levels		Service Points
Target Performance Level:	99%	0
Minor KPI Failure:	98.0% - 98.9%	1
Serious KPI Failure:	97.0% - 97.9%	2
Severe KPI Failure:	96.0% - 96.9%	3
KPI Service Threshold: below 96%		4

Example 1:

If the Supplier achieves Availability of 98.5% in a given Measurement Period, it will incur a Minor KPI Failure for Availability in that Measurement Period and accordingly accrue 1 Service Point. If, in the next Measurement Period, it achieves Availability of 96.5%, it will incur a Severe KPI Failure and accordingly accrue 3 Service Points, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 6 Service Points for the failure (i.e. SP = 3 x 2). If in the next Measurement Period it achieves Availability of 96.5%, the Supplier will again incur 6 Service Points.

Example 2:

If the Supplier achieves Availability of 96.5% in a given Measurement Period, it will incur a Severe KPI Failure for Availability in that Measurement Period and accordingly accrue 3 Service Points. If, in the next Measurement Period, it achieves Availability of 98.5%, it will incur a Minor KPI Failure and accordingly accrue 1 Service Point, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 2 Service Points for the failure (i.e. SP = 1 x 2). If in the next Measurement Period it achieves Availability of 96.5%, the Supplier will incur 6 Service Points.

Related KPI Failures

3.3 If any specific Key Performance Indicators refer to both Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Points for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Points for, the Service being Non-Available.

4 Permitted Maintenance

The Supplier shall be allowed to book a maximum of 4 hours per month of Service Downtime for Permitted Maintenance which shall be carried out between the hours of 00:00 on Friday and 00:00 Sunday GMT, unless otherwise agreed in writing with the Authority.

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5 Service Credits

5.1 Schedule 15 (*Charges and Invoicing*) sets out the mechanism by which Service Points shall be converted into Service Credits.

5.2 The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

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Part B – Performance Monitoring

1 Performance Monitoring and Performance Review

1.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide:

(a) a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the **Performance Monitoring Report**); and

(b) a report created by the Supplier to the Authority's senior responsible officer which summarises the Supplier's performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the **Balanced Scorecard Report**).

Performance Monitoring Report

1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

(a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods;

(b) a summary of all Performance Failures that occurred during the Service Period;

(c) the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;

(d) which Performance Failures remain outstanding and progress in resolving them;

(e) for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;

(f) the status of any outstanding Rectification Plan processes, including:

(i) whether or not a Rectification Plan has been agreed; and

(ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;

(g) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;

(h) the number of Service Points awarded in respect of each KPI Failure;

(i) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;

(j) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;

(k) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract;

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(l) such other details as the Authority may reasonably require from time to time; and

Information in respect of previous Service Periods

(m) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;

(n) the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;

(o) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

Information in respect of the next Quarter

(p) any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.

Balanced Scorecard Report

1.3 The Balanced Scorecard Report shall be presented in the form of an online accessible dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant Service Period, including details of the following:

(a) financial indicators;

(b) the Target Performance Levels achieved;

(c) behavioural indicators;

(d) performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;

(e) performance against its obligation to pay its Unconnected Sub-contractors within sixty (60) days of receipt of an invoice;

(f) Milestone trend chart, showing performance of the overall programme;

(g) sustainability indicators, for example net zero carbon, waste minimisation or performance to support a circular economy; and

(h) Social Value (as applicable).

1.4 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.5.

1.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and the Balanced Scorecard Reports. The Performance Review Meetings shall (unless otherwise agreed):

(a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;

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(b) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and

(c) be attended by the Supplier Representative and the Authority Representative.

1.6 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or PI Failure.

2 Performance Records

2.1 The Supplier shall keep appropriate documents and records (including staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

2.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report (as well as historic Performance Monitoring Reports and historic Balance Scorecard Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

3 Performance Verification

The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Contract against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

4 Additional Management Information

4.1 The Supplier shall provide the following management information to the Authority in respect of the UK ENIC Services and Early Years Services, as applicable, at the frequencies specified in the tables below:

4.1.1 UK ENIC Services

MI No.	Measure	Frequency	Direct KPI/SPI Link (if applicable)
1	Total number of incoming telephone enquiries to the ENIC Contact Centre	Monthly	
2	Percentage of incoming calls that are answered by a real person within 20 seconds (only including calls received between 09:00 and 17:00 (GMT/BST on Business Days).	Quarterly	SPI 12

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MI No.	Measure	Frequency	Direct KPI/SPI Link (if applicable)
3	Number of calls received outside of the 09:00 and 17:00 (GMT/BST on Business Days) opening hours	Quarterly	
4	Total number of online account messages for the ENIC service	Monthly	
5	Total number of live chats in relation to the ENIC service	Monthly	
6	Percentage of incoming web-chat requests that are answered by a real person within 20 seconds (discounting time outside of 09:00 and 17:00 (GMT/BST on Business Days.	Quarterly	SPI 13
7	Total number of emails received in relation to the ENIC service	Monthly	
8	Number of Statements of Comparability applications received (standard service)	Quarterly	
9	Timeliness of issue of Statements of Comparability – percentage of standard service applications delivered within the required timescale during the quarter	Quarterly	KPI 2, SPI 2
10	Number of Statements of Comparability applications received (48-hour fast-track service)	Quarterly	
11	Timeliness of issue of Statements of Comparability – percentage of 48-hour fast track applications delivered within the required timescale during the quarter	Quarterly	KPI 2, SPI 3
12	Number of Statements of Comparability applications received (24-hour fast-track service)	Quarterly	
13	Timeliness of issue of Statements of Comparability – percentage of 24-hour fast track applications delivered within the required timescale during the quarter	Quarterly	KPI 2, SPI 4
14	Number of UK Qualification Reference Statement applications received	Monthly	
15	Comparison of these numbers of applications compared to the previous 3 months	Monthly	
16	Percentage of Statements of Comparability delivered electronically	Monthly	
17	Percentage of Statements of Comparability delivered in hard format	Monthly	
18	Country of Origin of Statement of Comparability - summary of trends including where the highest numbers are from and increase since the previous year, top 5 decreases, and top 5 increases (with percentage figures showing annual changes)	Quarterly	

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MI No.	Measure	Frequency	Direct KPI/SPI Link (if applicable)
19	Country of Origin of Statement of Comparability – top 20 countries for applications for Statements of Comparability, with numbers for each, along with the percentage difference for the previous month and the same month in the previous year for each of the 20 countries.	Monthly	
20	Country of Origin of Statement of Comparability Trends – number of qualifications submitted for the top 5 countries for the current and preceding 11 months	Monthly	
21	Statements of comparability service Refugees/displaced persons – MI showing volumes requested and time taken for completion of statements to include details to show where applicants are classed as being a refugee or displaced person and country of origin	Quarterly	SPI 8
22	Qualification Levels – the number of qualifications received from Applicants, split into the following categories: school; post-school; undergraduate; postgraduate.	Monthly	
23	Qualification Levels – breakdown of levels (school, post-school, undergraduate, postgraduate) for any country with where more than 100 qualifications are received	Monthly	
24	Fraud – number of pieces of evidence that have been checked for fraud	Monthly	SPI 7
25	Fraud – the number and country of origin of each case of detected fraudulent qualifications received	Monthly	SPI 7
26	Reassessments – number of requests for a re-assessment following the initial award of a Statement of Comparability, including outcomes (how many led to a change in the initial result).	Monthly	Supports KPI 1
27	Percentage of Applicants who made a complaint	Monthly	SPI 5
28	ENIC Website & ENIC Contact centre Customer Satisfaction (Individuals) – details of the feedback provided by these customers, including the percentage of customers who received a feedback survey and how many returned it.	Quarterly	KPI 4, SPI 11
29	Corporate Bundle Applications – the number of applications that are received by customers who have purchased a bundle of Applications, including a comparison of the previous 12 months to show trends	Monthly	
30	Membership – the number of current subscribers to the ENIC database	Monthly	SPI 16
31	Membership – number of enquiries from subscription members, including data for the previous 12 months to show trends	Monthly	

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MI No.	Measure	Frequency	Direct KPI/SPI Link (if applicable)
32	Membership – number of enquiries from each of the top-20 subscribers who submitted a query during the current month, along with year-to-date numbers for each of the top-20	Monthly	
33	Membership – top 20 countries for subscribers, including current numbers, change from the previous month, and change since the same month in the previous year	Monthly	
34	Membership – percentage of members who make a complaint	Monthly	SPI 6
35	Customer Satisfaction (ENIC Subscribers) - details of the feedback provided by these customers, including the percentage of customers who received a feedback survey and how many returned it.	Quarterly or annually?	KPI 5, SPI 15
36	Representation – summary of each relevant meeting during the month in relation to representing the UK in the field of international qualification recognition. Date, organising body, meeting title and theme/agenda/outcome should be included as a minimum	Monthly	
37	ENIC Service Website and ENIC Database Availability – details of being Available and Non-Available during the month, clearly showing scheduled maintenance and non-scheduled outages	Monthly	KPI 3
38	Average ENIC Website System Response Time	Monthly	SPI 9
39	Nature of, and number of, and average time taken for, Website Error Pages and Broken Links Repaired to be identified and repaired	Monthly	SPI 10
40	Social Value Achievements – to be determined following contract award based on the Supplier's bid, to show progress towards the annual target.	Quarterly	KPI 6
41	Database Reviews – the percentage of the database that has been reviewed to date	Quarterly	SPI 1
42	Number of requested callbacks in one of the UNESCO Languages, with a percentage given to show how many were made within 2 Business Days of the request.	Monthly	SPI 14
42	Details of the country entries that have been revised, including a summary of the background of the reasons for the revision.	Monthly	KPI 1

4.1.2 Early Years Services

MI No.	Measure	Frequency	Direct KPI/SPI Link (if applicable)
1	UK Qualifications Service Report that includes as a minimum: • Total number of enquiries responded to (compared to	Monthly	KPI 7

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MI No.	Measure	Frequency	Direct KPI/SPI Link (if applicable)
	previous month) • Most frequently asked topics, in chart form • Total number of assessments completed (compared to previous month) • Total number of completed assessments that were listed on the Early Years Qualifications List and could be considered Full and Relevant		
2	Non-UK Qualifications Service Report that includes as a minimum: • Total number of applications received (compared to previous month) • Total number of assessments completed • Total number of reassessments and the outcomes of these • Chart showing outcome of assessments: 100% of criteria met, over 50% of criteria met and Under 50% of criteria met Chart showing completed orders by country	Monthly	KPI 8
3	Early Years General Service Report that includes as a minimum: log of all cases (both UK and non-UK) breaking down the reference number, applicant name, country of qualification, title of qualification, assessment outcome, breakdown of criteria met, date all documents received, date outcome was issued, and whether this was issued within SLAs (and if not, the reason for not meeting these).	Monthly	
4	A quarterly report to aggregate the previous relevant Monthly reports for the purpose of quarterly meetings and KPIs.	Quarterly	KPIs 7, 8, 9
5	UK Qualifications Service Annual service report (January to December) including as a minimum: • Total number of emails responded to Most common enquiry topics • Total number of assessments completed • Total number of completed assessments that were listed on the Early Years Qualifications List and could be considered Full and Relevant • Graph showing email enquiries received by month	Annual	KPIs 7, 8, 9

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MI No.	Measure	Frequency	Direct KPI/SPI Link (if applicable)
	• Graph showing email enquiries by category Graph showing outcomes (Listed on EYQL or not listed)		
6	Non-UK Qualifications Service Annual service report (January to December) including as a minimum: • Total number of assessments received • Total number of assessments completed • Total number of assessments which received an outcome of 100% of criteria met • Total number of reassessments and outcomes of these • Graph showing number of assessments received by month • Graph showing completed orders by country Graph showing outcomes (100% of criteria met, over 50% of criteria met and Under 50% of criteria met)	Annual	KPIs 7, 8, 9

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Annex 1 – Key Performance Indicators and Subsidiary Performance Indicators

Part A – Key Performance Indicators and Subsidiary Performance Indicators Tables

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Services are set out below:

1 Table 1: UK ENIC Services – Key Performance Indicators

KPI No.	KPI Name and Definition	Failure (KPI Service Threshold	Inadequate (Severe KPI Failure)	Requires Improvement (Serious KPI Failure)	Approaching Target (Minor KPI Failure)	On Target (Target Performance Level)	Frequency	Publishable?
1	**Database Accuracy and Maintenance** The methodology for defining and collecting data for this KPI will be determined post-tender award between the Authority and the Supplier.	TBC (4 Service Points)	TBC (3 Service Points)	TBC (2 Service Points)	TBC (1 Service Points)	TBC	Quarterly	Yes
2	**Timeliness of issue of Statements of Comparability** The percentage of requests for Statements of Comparability to be issued on time. Calculated as follows: Date certificate is first issued minus the date the applicant provided the final	≤79% (4 Service Points)	80% - 84% (3 Service Points)	85% - 89% (2 Service Points)	90% - 94% (1 Service Points)	≥95 %	Quarterly	Yes

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KPI No.	KPI Name and Definition	Failure (KPI Service Threshold	Inadequate (Severe KPI Failure)	Requires Improvement (Serious KPI Failure)	Approaching Target (Minor KPI Failure)	On Target (Target Performance Level)	Frequency	Publishable?
	document required to carry out the check, discounting non-working days (Saturdays, Sundays, Bank Holidays in England)							
3	**ENIC Service Website and ENIC Database Availability** The percentage of time both the website and database is Available (excluding permitted down-time)	<=94.9% (4 Service Points)	95.0% - 96.9% (3 Service Points)	97.0% - 97.9% 2 Service Points)	98.0% - 98.9% (1 Service Points)	≥99.0% (3.65 hours per month or less)	Monthly	Yes
4	**ENIC Service Customer Satisfaction (Individuals)** The percentage of customers who report being satisfied or better with the service to deliver Statements of Comparability The methodology for defining and collecting data for this KPI will be determined post-tender award between the	<=70% (4 Service Points)	71% - 75% (3 Service Points)	76% - 80% (2 Service Points)	80% - 84% (1 Service Points)	>=85%	Quarterly	Yes

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KPI No.	KPI Name and Definition	Failure (KPI Service Threshold	Inadequate (Severe KPI Failure)	Requires Improvement (Serious KPI Failure)	Approaching Target (Minor KPI Failure)	On Target (Target Performance Level)	Frequency	Publishable?
	Authority and the Supplier.							
5	**Customer Satisfaction (ENIC Subscribers)** The percentage of subscribers who state they are satisfied or better with the subscription service. The methodology for defining and collecting data for this KPI will be determined post-tender award between the Authority and the Supplier.	<=70% (4 Service Points)	71% - 75% (3 Service Points)	76% - 80% (2 Service Points)	80% - 84% (1 Service Points)	>=85%	Quarterly	Yes
6	**Social Value KPI: Recognised Qualifications** The percentage of qualifications gained compared to the targets given in the Supplier's tender response. As with the tender question, numbers must relate to this contract only	To be determined based on the tender response from the supplier (4 Service Points)	To be determined based on the tender response from the supplier (3 Service Points)	To be determined based on the tender response from the supplier (2 Service Points)	To be determined based on the tender response from the supplier (1 Service Points)	To be determined based on the tender response from the supplier	Annual	Yes

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2 Table 2: Early Years Services – Key Performance Indicators

KPI No.	KPI Name and Definition	Failure (KPI Service Threshold	Inadequate (Severe KPI Failure)	Requires Improvement (Serious KPI Failure)	Approaching Target (Minor KPI Failure)	On Target (Target Performance Level)	Frequency	Publishable?
1	**EY UK Qualifications Service: Timeliness of issue of full assessment (with information and guidance as required).** The percentage of full assessments made within 5 business days. Calculated as follows: Date assessment is first issued minus the date the applicant provided the final document required to carry out the check, discounting non-working days (Saturdays, Sundays, Bank Holidays in England).	≤79% (4 Service Points)	80% - 84% (3 Service Points)	85% - 89% (2 Service Points)	90% - 94% (1 Service Points)	≥95 %	Quarterly	Yes
2	**EY Non-UK Qualifications Service: Timeliness of issue of the Early Years Statement.** The percentage of Early Years statements provided within 20 business days. Calculated as follows: Date assessment is first issued minus the date the applicant provided the final document required to carry out the check (and full	≤79% (4 Service Points)	80% - 84% (3 Service Points)	85% - 89% (2 Service Points)	90% - 94% (1 Service Points)	≥95 %	Quarterly	Yes

KPI No.	KPI Name and Definition	Failure (KPI Service Threshold	Inadequate (Severe KPI Failure)	Requires Improvement (Serious KPI Failure)	Approaching Target (Minor KPI Failure)	On Target (Target Performance Level)	Frequency	Publishable?
	application payment is made by the applicant), discounting non-working days (Saturdays, Sundays, Bank Holidays in England).							
3	**Customer Satisfaction for the EY Qualifications Service** The percentage of customers who report being satisfied or better with the Early Years Service. The methodology for defining and collecting data for this KPI will be determined post-tender award between the Authority and the Supplier.	<=70% (4 Service Points)	71% - 75% (3 Service Points)	76% - 80% (2 Service Points)	80% - 84% (1 Service Points)	>=85%	TBC	Yes

3 **Table 3: Teaching Regulation Agency Services - Key Performance Indicators**

KPI No.	KPI Name and Definition	Failure (KPI Service Threshold	Inadequate (Severe KPI Failure)	Requires Improvement (Serious KPI Failure)	Approaching Target (Minor KPI Failure)	On Target (Target Performance Level)	Frequency	Publishable?
1	**TRA Service: Timeliness of Verification Checks** The mean-average time for provision of the verification check of each eligible Applicant's full name, date of birth, dates of attendance,	Greater than 18 days (4 Service Points)	18 days (3 Service Points)	17 days (2 Service Points)	16 days (1 Service Points)	15 days or quicker	Quarterly	Yes

KPI No.	KPI Name and Definition	Failure (KPI Service Threshold	Inadequate (Severe KPI Failure)	Requires Improvement (Serious KPI Failure)	Approaching Target (Minor KPI Failure)	On Target (Target Performance Level)	Frequency	Publishable?
	institution, course title or award, qualification type and classification or grade during the quarter being measured is no more than 15 Business Days from the date of the request by the Teaching Regulation Agency unless a university has a slower standard SLA, is shut for a holiday period, is subject to strikes or conflicts or such other reasons agreed by the Authority, acting reasonably, to be beyond the Supplier's control. Any material delay must be clearly communicated to the Buyer so as to manage expectations on turnaround times. (half-days or greater shall be rounded up, shorter shall be rounded down)							
2	**TRA Service Verification Check Receipt** The percentage of verification checks received by the correct overseas Higher Education Institution within 3 business days from the date of the Teaching Reulation Agency submitting a request.	≤79% (4 Service Points)	80% - 84% (3 Service Points)	85% - 89% (2 Service Points)	90% - 94% (1 Service Points)	≥95 %	Quarterly	Yes

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KPI No.	KPI Name and Definition	Failure (KPI Service Threshold	Inadequate (Severe KPI Failure)	Requires Improvement (Serious KPI Failure)	Approaching Target (Minor KPI Failure)	On Target (Target Performance Level)	Frequency	Publishable?
3	**TRA Verification Check Conclusion** The percentage of verification checks concluded within 30 Business Days of the date of submission by the TRA unless a university has a slower standard SLA, are shut for a holiday period, is subject to strikes or conflicts, or such other reasons agreed by the Authority, acting reasonably, to be beyond the Supplier's control. Any material delay must be clearly communicated to the Buyer so as to manage expectations on turnaround times.	≤79% (4 Service Points)	80% - 84% (3 Service Points)	85% - 89% (2 Service Points)	90% - 94% (1 Service Points)	≥95 %	Quarterly	Yes

4 **Table 4: UK ENIC Services – Subsidiary Performance Indicators**

SPI No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Service Threshold	Target Performance Level	Publishable?
1	**Annual Review of the Database**	Percentage of Database entries that have been reviewed within the current Contract Year	Quarterly	Q1:20% Q2: 45% Q3: 70% Q4: 95%	Q1: 25% Q2: 50% Q3: 75% Q4: 100%	No
2	**Delivery of the Statements of Comparability**	Percentage of the number of SOCs delivered within 15	Monthly	≤95%	≥100%	No

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SPI No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Service Threshold	Target Performance Level	Publishable?
	(For the standard 15 Business Days service)	Business Days of the date the required evidence is received from an Applicant				
3	**Delivery of the Statements of Comparability** (For the 48-hour fast track service)	Percentage of the number of SOCs delivered within 2 Business Days of the date the required evidence is received from an Applicant	Monthly	≤95%	≥100%	No
4	**Delivery of the Statements of Comparability** (For the 24-hour fast track service)	Percentage of the number of SOCs delivered within 1 Business Day of the date the required evidence is received from an Applicant	Monthly	≤95%	≥100%	No
5	**Complaints from Individual Service Users of the UK ENIC Service**	Percentage of applications for Statements of Comparability that lead to a complaint – details to be agreed following contract award	Monthly	≥2% (indicative)	≤0.5% (indicative)	No
6	**Complaints from Subscribers of the UK ENIC Service**	Percentage of subscribers that submit a complaint – details to be agreed following contract award	Monthly	≥2% (indicative)	≤0.5% (indicative)	No
7	**Authenticity checks against the Evidence submitted for ENIC Statement of Comparability Statement**	Supplier to check a proportion of the evidence submitted by Applicants to ensure authenticity where comparison is available with examples held on the Database and, where relevant, for example the Supplier has reasonable grounds to doubt the authenticity of such evidence	Monthly	≤5% or >9%	=7%	No
8	**Submission of UK ENIC Service MI Reports**	Monthly Management Information reports that are complete and accurate are delivered to the	Monthly	<100%	100%	No

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SPI No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Service Threshold	Target Performance Level	Publishable?
		Authority by the Supplier on time				
9	**UK ENIC Portal System Response Time**	Average load speed for pages on the UK ENIC Portal	Monthly	≥5 seconds	≤2 seconds	No
10	**ENIC Website Error Pages and Broken Links Repaired**	The average time taken for these to be identified and repaired	Monthly	details to be agreed during implementation		
11	**UK ENIC Statement of Comparability Applicants Customer Satisfaction**	Percentage of unique customers who return surveys. (100% of users must be offered a survey)	Monthly	≤25%	≥30%	No
12	**ENIC Contact Centre Telephone response Time**	Percentage of incoming calls that are answered by a real person within 20 seconds (only including calls received between 09:00 and 17:00 (GMT/BST on Business Days.	Monthly	≤75%	≥80%	No
13	**ENIC Contact Centre Web Chat Availability**	Percentage of incoming web-chat requests that are answered by a real person within 20 seconds (discounting time outside of 09:00 and 17:00 (GMT/BST on Business Days.	Monthly	≤75%	≥80%	No
14	**ENIC Contract Centre UNESCO Language Translators**	Percentage of callbacks for foreign language enquiries within 2 business days Percentage of requested callbacks in one of the UNESCO languages made within 2 Business Days of the request.	Monthly	≤85%	≥100%	No
15	**ENIC Subscription Service User Satisfaction Survey**	Percentage of subscribers who return completed satisfaction	Annual	≤25%	≥30%	No

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SPI No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Service Threshold	Target Performance Level	Publishable?
		surveys. (100% of users should be offered a survey)				
16	**Re-Subscription Rate**	Number of existing subscribers who renew their subscription	Annual	≤80%	≥90%	No

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Schedule 4 – Standards

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Schedule 4 – Standards

1 Definitions

In this Schedule, the following definitions shall apply:

Service Manual means the Government's service standards for public services, as documented at https://www.gov.uk/service-manual/service-standard

Standards Hub means the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/.

Suggested Challenge means a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

2 General

2.1 Throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Authority's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3 Technology and Digital Services Practice

The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at https://www.gov.uk/service-manual/technology/code-of-practice.html.

4 Open Data Standards & Standards Hub

4.1 The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

4.2 Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at http://standards.data.gov.uk/). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

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4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

5 Technology Architecture Standards

The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with the Open Group Architecture Framework 9.2 or its equivalent, then this shall be deemed acceptable.

6 Accessible Digital Standards

The Supplier shall comply with (or with equivalents to):

(a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and

(b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

7 Service Management Software & Standards

7.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

(a) the Service Manual;

(b) ITIL v4;

(c) ISO/IEC 20000-1 2018 "Information technology — Service management – Part 1";

(d) ISO/IEC 20000-2 2019 "Information technology — Service management – Part 2";

(e) ISO 10007: 2017 "Quality management systems – Guidelines for configuration management"; and

(f) ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011 and ISO 22301:2019.

7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

8 Sustainability

The Supplier shall comply with the sustainability requirements set out in Annex 1 to this Schedule 4.

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9 Hardware Safety Standards

9.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

(a) any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;

(b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;

(c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and

(d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.

9.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.

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Annex 1 – Sustainability

1 Definitions

In this Annex 1, the following definitions shall apply:

Prohibited Items means those items which are not permissible under this Contract as set out at Table A of this Annex 1.

Waste Hierarchy means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

(a) Prevention;

(b) Preparing for re-use;

(c) Recycling;

(d) Other Recovery; and

(e) Disposal.

2 Public Sector Equality Duty

2.1 In addition to legal obligations, where the Supplier is providing a Service to which the Public Sector Equality duty applies, the Supplier shall support the Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to:

(a) eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

(b) advance:

(i) equality of opportunity; and

(ii) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2.2 In delivering the Service, the Supplier will comply with the Authority's equality, diversity and inclusion requirements, to be provided to the Supplier by the Authority.

2.3 The Supplier shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

3 Environmental Requirements

3.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws Contract regarding the environment.

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3.2 The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Term.

3.3 In performing its obligations under the Contract the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Authority:

(a) demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;

(b) prioritise waste management in accordance with the Waste Hierarchy as set out in Law;

(c) be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;

(d) ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal;

(e) in circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency; minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and

(f) reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.

3.4 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.

3.5 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.

3.6 The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:

(a) it is a Permitted Item; or

(b) the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.

3.7 The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Services.

3.8 The Supplier shall ensure that any Services are designed, sourced and delivered in a manner which is environmentally and socially responsible.

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3.9 In delivering the Services, the Supplier must comply with the Authority's sustainability requirements, to be provided to the Supplier by the Authority.

3.10 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority:

(a) demonstrate that the whole life cycle impacts (including end of use) associated with the Services that extend beyond direct operations into that of the supply chain have been considered and reduced;

(b) minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

(c) demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;

(d) enhance the natural environment and connecting communities with the environment; and

(e) achieve continuous improvement in environmental (and social) performance.

3.11 The Supplier shall inform the Authority within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

3.12 The Supplier shall meet the applicable Government Buying Standards applicable to Services which can be found online at:

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

4 Supplier Code of Conduct

4.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

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

4.2 The Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

5 Reporting Requirements

5.1 The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance:

(a) with Paragraphs 2.1, 3.1 to 3.6, 3.12 and 4 of this Annex 1 within fourteen (14) days of such request; and

(b) With Paragraphs 2.1, 2.3 and 3.7 to 3.12 of this Annex 1 within thirty (30) days of such request,

provided that such requests are limited to two per Contract Year.

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Table A – Prohibited Items

The following consumer single use plastics are Prohibited Items:	**Catering** (a) Single use sachets e.g. coffee pods, sauce sachets, milk sachets (b) Take away cutlery (c) Take away boxes and plates (d) Cups made wholly or partially of plastic (e) Straws (f) Stirrers (g) Water bottles
	Facilities (a) Single use containers e.g. hand soap, cleaning products (b) Wipes containing plastic
	Office Supplies (a) Plastic envelopes (b) Plastic wrapping for brochures (c) Paper or card which is bleached with chlorine
	Packaging (a) Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. (b) Single use carrier bags

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Schedule 5 – Security Management

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Schedule 5 – Security Management

1 Definitions

In this Schedule:

Anti-Malicious Software means software that scans for and identifies possible Malicious Software in the IT Environment.

Breach of Security means an event that results, or could result, in:

(a) any unauthorised access to or use of the Authority Data, the Services and/or the Information Management System; and/or

(b) the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract.

Certification Requirements means the information security requirements set out in Paragraph 6.

CHECK Service Provider means a company which has been certified by the National Cyber Security Centre, holds “Green Light” status and is authorised to provide the IT Health Check services required by Paragraph 7.1.

CREST Service Provider means a company with a SOC Accreditation from CREST International.

Higher Risk Sub-contractor means a Sub-contractor that Processes Authority Data, where that data includes either:

(a) the Personal Data of 1000 or more individuals in aggregate during the period between the first Operational Service Commencement Date and the date on which this Contract terminates in accordance with Clause 4.1(b); or

(b) any part of that data includes any of the following:

(i) financial information (including any tax and/or welfare information) relating to any person;

(ii) any information relating to actual or alleged criminal offences (including criminal records);

(iii) any information relating to children and/or vulnerable persons;

(iv) any information relating to social care;

(v) any information relating to a person's current or past employment; or

(vi) Special Category Personal Data; or

(c) the Authority in its discretion, designates a Sub-contractor as a Higher Risk Sub-Contractor in any procurement document related to this Contract; or

(d) the Authority considers in its discretion, that any actual or potential Processing carried out by the Sub-contractor is high risk.

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Cyber Essentials means the Cyber Essentials certificate issued under the Cyber Essentials Scheme.

Cyber Essentials Plus means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme.

Cyber Essentials Scheme means the Cyber Essentials scheme operated by the National Cyber Security Centre.

Cyber Security Standard means the government's Cyber Security Standard available at: https://www.security.gov.uk/standards/cyber_standard

Incident Management Process means the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Authority Data, the Authority, the Services and/or users of the Services and which shall be shall be prepared by the Supplier in accordance with Paragraph 4 using the template set out in Annex 3.

Information Assurance Assessment means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Paragraph 4 in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Data Loss Eventes and/or theft and which shall be prepared by the Supplier using the template set out in Annex 3.

Information Management System means:

(a) those parts of the Supplier System, and those of the Sites, that the Supplier or its Sub-contractors will use to provide the parts of the Services that require Processing Authority Data; and

(b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources).

Information Security Approval Statement means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that:

(a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;

(b) the Authority has accepted the residual risks; and

(c) the Supplier may use the Information Management System to Process Authority Data.

IT Health Check has the meaning given in Paragraph 7.1.1.

Medium Risk Sub-Contractor means a Sub-contractor that Processes Authority Data, where that data:

(a) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the first Operational Service Commencement Date and the date on which this Contract terminates in accordance with Clause 4.1(b); and

(b) does not include Special Category Personal Data.

Process means any operation which is performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use,

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disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Remediation Action Plan has the meaning given in Paragraph 7.3.3(a).

Required Changes Register means the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 5.2 together with the date by which such change shall be implemented and the date on which such change was implemented

Risk Register is the risk register within the Information Assurance Assessment which is to be prepared and submitted to the Authority for approval in accordance with Paragraph 4.

Security Management Plan means the document prepared by the Supplier using the template in Annex 3, comprising:

(a) the Information Assurance Assessment;

(b) the Required Changes Register; and

(c) the Incident Management Process.

Special Category Personal Data means the categories of Personal Data set out in article 9(1) and article 10 of the UK GDPR.

2 Introduction

2.1 This Schedule sets out:

(a) the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Contract to ensure the security of the Authority Data and the Information Management System;

(b) the Certification Requirements applicable to the Supplier and each of those Sub-contractors which Processes Authority Data;

(c) the security requirements in Annex 1, with which the Supplier must comply;

(d) the tests which the Supplier shall conduct on the Information Management System during the Term; and

(e) the Supplier's obligations to:

(i) return or destroy Authority Data on the expiry or earlier termination of this Contract; and

(ii) prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in Paragraph 9; and

(iii) report Breaches of Security to the Authority.

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3 Principles of Security

3.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Authority Data and, consequently on the security of:

(a) the Sites;

(b) the IT Environment;

(c) the Information Management System; and

(d) the Services.

3.2 Notwithstanding the involvement of the Authority in assessing the arrangements which the Supplier implements to ensure the security of the Authority Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:

(a) the security, confidentiality, integrity and availability of the Authority Data whilst that Authority Data is under the control of the Supplier or any of its Sub-contractors; and

(b) the security of the Information Management System.

3.3 The Supplier shall:

(a) comply with the security requirements in Annex 1; and

(b) ensure that each Sub-contractor that Processes Authority Data complies with the Sub-contractor Security Requirements.

3.4 The Supplier shall provide the Authority with access to Supplier Personnel responsible for information assurance to facilitate the Authority's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.

4 Information Security Approval Statement

4.1 The Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule, including any requirements imposed on Sub-contractors by Annex 2, from the Operational Service Commencement Date.

4.2 The Supplier may not use the Information Management System to Process Authority Data unless and until:

(a) the Supplier has procured the conduct of an IT Health Check of the Supplier System by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 7.1; and

(b) the Authority has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 4.

4.3 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule and the Contract and the Cyber Security Standard in order to ensure the security of the Authority Data and the Information Management System.

4.4 The Supplier shall prepare and submit to the Authority within 20 Working Days of the date of this Contract, the Security Management Plan, which comprises:

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(a) an Information Assurance Assessment;

(b) the Required Changes Register; and

(c) the Incident Management Process.

4.5 The Authority shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Supplier with:

(a) an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Authority Data; or

(b) a rejection notice, which shall set out the Authority's reasons for rejecting the Security Management Plan.

4.6 If the Authority rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Authority's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Authority for review within 10 Working Days or such other timescale as agreed with the Authority.

4.7 The Authority may require, and the Supplier shall provide the Authority and its authorised representatives with:

(a) access to the Supplier Personnel;

(b) access to the Information Management System to audit the Supplier and its Sub-contractors' compliance with this Contract; and

(c) such other information and/or documentation that the Authority or its authorised representatives may reasonably require,

to assist the Authority to establish whether the arrangements which the Supplier and its Sub-contractors have implemented in order to ensure the security of the Authority Data and the Information Management System are consistent with the representations in the Security Management Plan. The Supplier shall provide the access required by the Authority in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Authority with the access that it requires within 24 hours of receipt of such request.

5 Compliance Reviews

5.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Authority, at least once each year and as required by this Paragraph.

5.2 The Supplier shall notify the Authority within 2 Working Days after becoming aware of:

(a) a significant change to the components or architecture of the Information Management System;

(b) a new risk to the components or architecture of the Information Management System;

(c) a vulnerability to the components or architecture of the Service which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in Paragraph 9.2 of Annex 1 to this Schedule;

(d) a change in the threat profile;

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(e) a significant change to any risk component;

(f) a significant change in the quantity of Personal Data held within the Service;

(g) a proposal to change any of the Sites from which any part of the Services are provided; and/or

(h) an ISO/IEC 27001 (at least ISO/IEC 27001:2013) audit report produced in connection with the Certification Requirements indicates significant concerns.

5.3 Within 10 Working Days of such notifying the Authority or such other timescale as may be agreed with the Authority, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Authority for review and approval.

5.4 Where the Supplier is required to implement a change, including any change to the Information Management System, the Supplier shall effect such change at its own cost and expense.

6 Certification Requirements

6.1 The Supplier shall be certified as compliant with:

(a) ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); and

(b) Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Supplier shall be permitted to receive, store or Process Authority Data.

6.2 The Supplier shall ensure that each Higher Risk Sub-contractor is certified as compliant with either:

(a) ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013); or

(b) Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Higher-Risk Sub-contractor shall be permitted to receive, store or Process Authority Data.

6.3 The Supplier shall ensure that each Medium Risk Sub-contractor is certified compliant with Cyber Essentials.

6.4 The Supplier shall ensure that the Supplier and each Sub-contractor who is responsible for the secure destruction of Authority Data:

(a) securely destroys Authority Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013);

(b) should satisfy the Authority that their data destruction/deletion practices comply with UK GDPR requirements and follows all relevant NCSC guidance; and

(c) must maintain an asset register of all Authority supplied information, data and equipment to ensure Authority assets are returned and/or deleted.

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6.5 The Supplier shall provide the Authority with evidence of its and its Sub-contractor's compliance with the requirements set out in this Paragraph 6 before the Supplier or the relevant Sub-contractor (as applicable) may carry out the secure destruction of any Authority Data.

6.6 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Sub-contractor ceases to be compliant with the Certification Requirements and, on request from the Authority, shall or shall procure that the relevant Sub-contractor shall:

(a) immediately ceases using the Authority Data; and

(b) procure that the relevant Sub-contractor promptly returns, destroys and/or erases the Authority Data in accordance with the requirements set out in this Paragraph.

6.7 The Authority may agree to exempt, in whole or part, the Supplier or any Sub-contractor from the requirements of this Paragraph 6. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

7 Security Testing

7.1 The Supplier shall, at its own cost and expense procure and conduct:

(a) testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider (**IT Health Check**); and

(b) such other security tests as may be required by the Authority,

7.2 The Supplier shall:

(a) complete all of the above security tests before:

(i) the Supplier submits the Security Management Plan to the Authority for review in accordance with Paragraph 4; and

(ii) before the Supplier is given permission by the Authority to Process or manage any Authority Data; and

(b) repeat the IT Health Check not less than once every 12 months during the Term and submit the results of each such test to the Authority for review in accordance with this Paragraph.

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

(a) agree with the Authority the aim and scope of the IT Health Check;

(b) promptly, and no later than ten (10) Working Days, following the receipt of each IT Health Check report, provide the Authority with a copy of the full report;

(c) in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:

(i) prepare a remedial plan for approval by the Authority (each a **Remediation Action Plan**) which sets out in respect of each vulnerability identified in the IT Health Check report:

(ii) how the vulnerability will be remedied;

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(iii) unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:

(iv) within three months of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “medium”;

(v) within one month of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “high”; and

(vi) within 7 Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “critical”;

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

(viii) comply with the Remediation Action Plan; and

(ix) conduct such further tests on the Service as are required by the Remediation Action Plan to confirm that the Remediation Action Plan has been complied with.

7.4 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Authority.

7.5 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall within 2 Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Authority with a copy of the test report and:

(a) propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and

(b) where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Authority.

7.6 The Supplier shall conduct such further tests of the Supplier System as may be required by the Authority from time to time to demonstrate compliance with its obligations set out this Schedule and the Contract.

7.7 The Supplier shall notify the Authority immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Paragraph 7.3.

8 Security Monitoring and Reporting

The Supplier shall:

(a) monitor the delivery of assurance activities;

(b) maintain and update the Security Management Plan in accordance with Paragraph 5;

(c) agree a document which presents the residual security risks to inform the Authority’s decision to give approval to the Supplier to Process and transit the Authority Data;

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(d) monitor security risk impacting upon the operation of the Service;

(e) report Breaches of Security in accordance with the approved Incident Management Process;

(f) agree with the Authority the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Authority within 20 Working Days of Effective Date.

9 Malicious Software

9.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Authority Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

9.2 If Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

9.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the parties as follows:

9.4 by the Supplier where the Malicious Software originates from:

(a) the Supplier Software;

(b) the Third Party Software supplied by the Supplier; or

(c) the Authority Data whilst the Authority Data is or was under the control of the Supplier,

unless, in the case of the Authority Data only, the Supplier can demonstrate that such Malicious Software was present in the Authority Data and not quarantined or otherwise identified by the Authority when the Authority provided the Authority Data to the Supplier; and

9.5 by the Authority, in any other circumstance.

10 Breach of Security

10.1 If either party becomes aware of a Breach of Security it shall notify the other in accordance with the Incident Management Process.

10.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

(a) Immediately take all reasonable steps necessary to:

(i) minimise the extent of actual or potential harm caused by such Breach of Security;

(ii) remedy such Breach of Security to the extent possible;

(iii) apply a tested mitigation against any such Breach of Security; and

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(iv) prevent a further Breach of Security in the future which exploits the same root cause failure;

(b) 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 of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

10.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Sub-contractors and/or all or any part of the Information Management System with this Contract, then such remedial action shall be completed at no additional cost to the Authority.

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Annex 1 – Security Requirements

1 Security Classification of Information

If the provision of the Services requires the Supplier to Process Authority Data which is classified as:

(a) OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards; and/or

(b) SECRET or TOP SECRET, the Supplier shall only do so where it has notified the Authority prior to receipt of such Authority Data and the Supplier shall implement additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

2 End User Devices

2.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all end-user devices used by the Supplier on which Authority Data is Processed in accordance the following requirements:

(a) the operating system and any applications that Process or have access to Authority Data must be in current support by the vendor, or the relevant community in the case of Open Source operating systems or applications;

(b) users must authenticate before gaining access;

(c) all Authority Data must be encrypted using an encryption tool agreed to by the Authority;

(d) the end-user device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the end-user device is inactive;

(e) the end-user device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Authority Data;

(f) the Supplier or Sub-contractor, as applicable, can, without physical access to the end-user device, remove or make inaccessible all Authority Data on the device and prevent any user or group of users from accessing the device;

(g) all end-user devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.

2.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance, as updated, amended or replaced from time to time, as if those recommendations were incorporated as specific obligations under this Agreement.

2.3 Where there any conflict between the requirements of this Schedule 5 (*Security Management*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.

3 Encryption

3.1 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that Authority Data is encrypted:

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(a) when stored at any time when no operation is being performed on it; and

(b) when transmitted.

3.2 Where the Supplier, or a Sub-contractor, cannot encrypt Authority Data the Supplier must:

(a) immediately inform the Authority of the subset or subsets of Authority Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;

(b) provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Authority as encryption; and

(c) provide the Authority with such information relating to the Authority Data concerned, the reasons why that Authority Data cannot be encrypted and the proposed protective measures as the Authority may require.

3.3 The Authority, the Supplier and, where the Authority requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Authority Data.

3.4 Where the Authority and Supplier reach agreement, the Supplier must update the Security Management Plan to include:

(a) the subset or subsets of Authority Data not encrypted and the circumstances in which that will occur; and

(b) the protective measure that the Supplier and/or Sub-contractor will put in please in respect of the unencrypted Authority Data.

3.5 Where the Authority and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Authority that it could not encrypt certain Authority Data, either party may refer the matter to be determined in accordance with the Dispute Resolution Procedure.

4 Personnel Security

4.1 All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.

4.2 The Authority and the Supplier shall review the roles and responsibilities of the Supplier Personnel who will be involved in the management and/or provision of the Services in order to enable the Authority to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Authority Data or data which, if it were Authority Data, would be classified as OFFICIAL-SENSITIVE.

4.3 The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Authority has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.

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4.4 The Supplier shall ensure that Supplier Personnel are only granted such access to Authority Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.

4.5 The Supplier shall ensure that Supplier Personnel who no longer require access to the Authority Data (e.g. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the Authority Data revoked within 1 Working Day.

4.6 The Supplier shall ensure that Supplier Staff that have access to the Sites, the IT Environment or the Authority Data receive regular training on security awareness that reflects the degree of access those individuals have to the Sites, the IT Environment or the Authority Data.

4.7 The Supplier shall ensure that the training provided to Supplier Staff under Paragraph 4.6 includes training on the identification and reporting fraudulent communications intended to induce individuals to disclose Personal Data or any other information that could be used, including in combination with other Personal Data or information, or with other techniques, to facilitate unauthorised access to the Sites, the IT Environment or the Authority Data (**phishing**).

5 Identity, Authentication and Access Control

5.1 The Supplier shall operate an access control regime to ensure:

(a) all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and

(b) all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.

5.2 The Supplier shall apply the ‘principle of least privilege’ when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require.

5.3 The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such record available to the Authority on request.

6 Data Destruction or Deletion

6.1 The Supplier shall:

(a) prior to securely sanitising any Authority Data or when requested the Supplier shall provide the Government with all Authority Data in an agreed format provided it is secure and readable;

(b) have documented processes to ensure the availability of Authority Data in the event of the Supplier ceasing to trade;

(c) securely erase in a manner agreed with the Authority any or all Authority Data held by the Supplier when requested to do so by the Authority and certify to the Authority that it has done so unless and to the extent required by Law to retain it other than in relation to Authority Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;

(d) securely destroy in a manner agreed with the Authority all media that has held Authority Data at the end of life of that media in accordance with any specific requirements in this Contract and, in the absence of any such requirements, as agreed by the Authority other than in relation to

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Authority Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and

(e) implement processes which address the CPNI and NCSC guidance on secure sanitisation.

7 Audit and Protective Monitoring

7.1 The Supplier shall collect audit records which relate to security events in the Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data.

7.2 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the Information Management System.

7.3 The retention periods for audit records and event logs must be agreed with the Authority and documented in the Security Management Plan.

8 Location of Authority Data

The Supplier shall not and shall procure that none of its Sub-contractors Process Authority Data outside the UK without the prior written consent of the Authority, which may be subject to conditions.

9 Vulnerabilities and Corrective Action

9.1 The Authority and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Authority Data.

9.2 The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:

(a) the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at http://nvd.nist.gov/cvss.cfm); and

(b) Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 Subject to Paragraph 9.4, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:

(a) seven (7) days after the public release of patches for those vulnerabilities categorised as 'Critical';

(b) thirty (30) days after the public release of patches for those vulnerabilities categorised as 'Important'; and

(c) sixty (60) days after the public release of patches for those vulnerabilities categorised as 'Other'.

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9.4 The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph 9.3 shall be extended where:

(a) the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services;

(b) the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of five (5) days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or

(c) the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.

9.5 The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Term unless otherwise agreed by the Authority in writing. All COTS Software should be no more than N-1 versions behind the latest software release.

10 Secure Architecture

The Supplier shall design the Information Management System in accordance with:

(a) the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main;

(b) the NCSC "Bulk Data Principles", a copy of which can be found at https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main; and

(c) the NSCS "Cloud Security Principles", a copy of which can be found at: https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles and which are summarised below:

(i) "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;

(ii) "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;

(iii) "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;

(iv) "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;

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(v) “Cloud Security Principle 5: operational security” which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;

(vi) “Cloud Security Principle 6: personnel security” which, amongst other matters, requires that where Supplier Personnel have access to Authority Data and/or the Authority System that those personnel be subject to appropriate security screening and regular security training;

(vii) “Cloud Security Principle 7: secure development” which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;

(viii) “Cloud Security Principle 8: supply chain security” which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-contractors and other suppliers;

(ix) “Cloud Security Principle 9: secure user management” which, amongst other matters, requires the Supplier to make the tools available for the Authority to securely manage the Authority’s use of the Service;

(x) “Cloud Security Principle 10: identity and authentication” which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;

(xi) “Cloud Security Principle 11: external interface protection” which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;

(xii) “Cloud Security Principle 12: secure service administration” which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;

(xiii) “Cloud Security Principle 13: audit information for users” which, amongst other matters, requires the Supplier to be able to provide the Authority with the audit records it needs to monitor access to the Service and the Authority Data held by the Supplier and/or its Sub-contractors; and

(xiv) “Cloud Security Principle 14: secure use of the service” which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the Information Management System.

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Annex 2 –Security Requirements for Sub-Contractors

1 Application of Annex 2

1.1 This Annex 2 applies to all Sub-contractors that Process Authority Data.

1.2 The Supplier must:

(a) ensure that those Sub-contractors comply with the provisions of this Annex 2;

(b) keep sufficient records to demonstrate that compliance to the Authority; and

(c) ensure that its Implementation Plan includes Deliverable Items, Milestones and Milestone Dates that relate to the design, implementation and management of any systems used by Sub-contractors to Process Authority Data.

2 Designing and managing secure solutions

2.1 The Sub-contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles https://www.ncsc.gov.uk/collection/cyber-security-design-principles.

2.2 The Sub-contractor must assess their systems against the NCSC Cloud Security Principles: https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Authority on the Authority's request.

3 Data Processing, Storage, Management and Destruction

3.1 The Sub-contractor must not Process any Authority Data outside the UK. The Authority may permit the Sub-contractor to Process Authority Data outside the UK and may impose conditions on that permission, with which the Sub-contractor must comply. Any permission must be in writing to be effective.

3.2 The Sub-contractor must when requested to do so by the Authority:

(a) securely destroy Authority Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001 (at least ISO/IEC 27001:2013);

(b) satisfy the Authority that their data destruction/deletion practices comply with UK GDPR requirements and follows all relevant NCSC guidance; and

(c) maintain an asset register of all Authority supplied information, data and equipment to ensure Authority assets are returned and/or deleted.

4 Personnel Security

4.1 The Sub-contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record. The HMG Baseline Personnel

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Security Standard is at https://www.gov.uk/government/publications/government-baseline-personnel-security-standard.

4.2 The Sub-contractor must, if the Authority requires, at any time, ensure that one or more of the Sub-contractor's staff obtains Security Check clearance in order to Process Authority Data containing Personal Data above certain volumes specified by the Authority, or containing Special Category Personal Data.

4.3 Any Sub-contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo Disclosure and Barring Service checks.

5 End User Devices

5.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all end-user devices used by the Supplier on which Authority Data is Processed in accordance the following requirements:

(a) the operating system and any applications that Process or have access to Authority Data must be in current support by the vendor, or the relevant community in the case of Open Source operating systems or applications;

(b) users must authenticate before gaining access;

(c) all Authority Data must be encrypted using an encryption tool agreed to by the Authority;

(d) the end-user device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the end-user device is inactive;

(e) the end-user device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Authority Data;

(f) the Supplier or Sub-contractor, as applicable, can, without physical access to the end-user device, remove or make inaccessible all Authority Data on the device and prevent any user or group of users from accessing the device;

(g) all end-user devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.

5.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance, as updated, amended or replaced from time to time, as if those recommendations were incorporated as specific obligations under this Agreement.

5.3 Where there any conflict between the requirements of this Schedule 5 (*Security Management*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.

6 Encryption

6.1 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that Authority Data is encrypted:

(a) when stored at any time when no operation is being performed on it; and

(b) when transmitted.

6.2 Where the Supplier, or a Sub-contractor, cannot encrypt Authority Data the Supplier must:

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(a) immediately inform the Authority of the subset or subsets of Authority Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;

(b) provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Authority as encryption; and

(c) provide the Authority with such information relating to the Authority Data concerned, the reasons why that Authority Data cannot be encrypted and the proposed protective measures as the Authority may require.

6.3 The Authority, the Supplier and, where the Authority requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Authority Data.

6.4 Where the Authority and Supplier reach agreement, the Supplier must update the Security Management Plan to include:

(a) the subset or subsets of Authority Data not encrypted and the circumstances in which that will occur; and

(b) the protective measure that the Supplier and/or Sub-contractor will put in please in respect of the unencrypted Authority Data.

6.5 Where the Authority and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Authority that it could not encrypt certain Authority Data, either party may refer the matter to be determined in accordance with the Dispute Resolution Procedure.

7 Patching and Vulnerability Scanning

The Sub-contractor must proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

8 Third Party Sub-contractors

8.1 The Sub-contractor must not transmit or disseminate the Authority Data to any other person unless specifically authorised by the Authority. Such authorisation must be in writing to be effective and may be subject to conditions.

8.2 The Sub-contractor must not, when performing any part of the Services, use any software to Process the Authority Data where the licence terms of that software purport to grant the licensor rights to Progress the Authority Data greater than those rights strictly necessary for the use of the software.

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Annex 3 – Security Management Plan Template

Security Management Plan Template

[Project/Service and Supplier Name]

1 Executive Summary

[This section should contain a brief summary of the business context of the system, any key IA controls, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance.]

2 System Description

2.1 Background

[A short description of the project/product/system. Describe its purpose, functionality, aim and scope.]

2.2 Organisational Ownership/Structure

[Who owns the system and operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.]

2.3 Information assets and flows

[The information assets processed by the system which should include a simple high level diagram on one page. Include a list of the type and volumes of data that will be processed, managed and stored within the supplier system. If personal data, please include the fields used such as name, address, department DOB, NI number etc.]

2.4 System Architecture

[A description of the physical system architecture, to include the system management. A diagram will be needed here]

2.5 Users

[A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.]

2.6 Locations

[Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001 (at least ISO/IEC 27001:2013) these should be noted. Any off-shoring considerations should be detailed.]

2.7 Test and Development Systems

[Include information about any test and development systems, their locations and whether they contain live system data.]

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2.8 Key roles and responsibilities

[A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor]

3 Risk Assessment

3.1 Accreditation/Assurance Scope

[This section describes the scope of the Accreditation/Assurance for the system. The scope of the assurance assessment should be clearly indicated, with components of the architecture upon which reliance is placed but assurance will not be done clearly shown e.g. a cloud hosting service. A logical diagram should be used along with a brief description of the components.]

3.2 Risk appetite

[A risk appetite should be agreed with the SRO and included here.]

3.3 Business impact assessment

[A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.]

3.4 Risk assessment

[The content of this section will depend on the risk assessment methodology chosen. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks.]

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
R1	[redacted]				
R2	[redacted]				

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Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
	[redacted]				
R3	[redacted]				

3.5 Controls

[The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.]

ID	Control title	Control description	Further information and assurance status
C1	[redacted]		
C2			
C15			

3.6 Residual risks and actions

[A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.]

4 In-service controls

[This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification should be included. This section should include at least:

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(a) information risk management and timescales and triggers for a review;

(b) contractual patching requirements and timescales for the different priorities of patch;

(c) protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;

(d) configuration and change management;

(e) incident management;

(f) vulnerability management;

(g) user access management; and

(h) data sanitisation and disposal.]

5 Security Operating Procedures (SyOPs)

[If needed any SyOps requirements should be included and referenced here.]

6 Major Hardware and Software and end of support dates

[This should be a table which lists the end of support dates for hardware and software products and components. An example table is shown below.]

Name	Version	End of mainstream Support/ Extended Support	Notes/RAG Status
Server Host	HP XXXX	[redacted]	

7 Incident Management Process

[The suppliers' process, as agreed with the Authority/Customer, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Authority/customer and the process that will be undertaken to mitigate the incidents and investigate the root cause.]

8 Security Requirements for User Organisations

[Any security requirements for connecting organisations or departments should be included or referenced here.]

9 Required Changes Register

[The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.]

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
1	6.4	A new Third Party supplier XXXX will be performing the print capability.	Authority name	[redacted]	[redacted]	Open

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10 Sub-contractors

[This should include a table which shows for each Sub-contractor their name, the function that they are performing, the data and data volume being processed, the location, and their certification status]

11 Annex A. ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or Cyber Essential Plus certificates

[Any certifications relied upon should have their certificates included]

12 Annex B. Cloud Security Principles assessment

[A spreadsheet may be attached]

13 Annex C. Protecting Bulk Data assessment if required by the Authority/Customer

[A spreadsheet may be attached]

14 Annex D. Latest ITHC report and Remediation Action Plan

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Schedule 6 – Insurance Requirements

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Schedule 6 – Insurance Requirements

1 Obligation to Maintain Insurances

1.1 Without prejudice to its obligations to the Authority under this Contract, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the **Insurances**). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.

1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

1.3 The Insurances shall be taken out and maintained with insurers who are:

(a) of good financial standing;

(b) appropriately regulated;

(c) regulated by the applicable regulatory body and is in good standing with that regulator; and

(d) 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

Without limiting the other provisions of this Contract, the Supplier shall:

(a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

(b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

(c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3 Failure to Insure

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to

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purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4 Evidence of Insurances

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

5 Insurance for the Required Amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule.

5.2 Where the Supplier intends to claim under any of the Insurances for an amount or amounts that are significant in the opinion of the Authority for any matters that are not related to the Services and/or the Contract, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, the Supplier shall promptly notify the Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6 Cancellation

6.1 Subject to Paragraph 7.2, the Supplier shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

7 Insurance Claims, Premiums and Deductibles

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Contract, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

7.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Contract and shall allow the Authority to review such register at any time.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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Annex 1 – Required Insurances

Part A – Insurance Claim Notification

Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of £5,000,000 relating to or arising out of the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

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Part B – Third Party Public and Products Liability Insurance

1 Insured

The Supplier

2 Interest

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

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

(b) loss of or damage to physical property;

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

3 Limit of indemnity

Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £5,000,000 in the aggregate per annum in respect of products and pollution liability.

4 Territorial limits

Worldwide.

5 Period of insurance

From the date of this Contract for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6 Cover features and extensions

Indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

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7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8 Maximum deductible threshold

Not to exceed £1,000,000 for each and every third party property damage claim (personal injury claims to be paid in full).

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Part C – United Kingdom Compulsory Insurances

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

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Part D – Additional Insurances

Professional Indemnity Insurance

1 Insured

The Supplier

2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured 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.

3 Limit of indemnity

Not less than £1,000,000 in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4 Territorial limits

Worldwide.

5 Period of insurance

From the date of this Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) through the Term and (b) for a period of six years thereafter.

6 Cover features and extensions

None.

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

8 Maximum deductible threshold

Not to exceed £***5,000,000*** for each and every professional indemnity claim.

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Cyber Liability Insurance

1 Insured

The Supplier

2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5) by reason of any data breach, cyber attack, or other cybersecurity issue in connection with the provision of the Services.

3 Limit of indemnity

Not less than £5,000,000 in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4 Territorial limits

Worldwide.

5 Period of insurance

From the date of this Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) through the Term and (b) for a period of six years thereafter.

6 Cover features and extensions

None.

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

8 Maximum deductible threshold

Not to exceed £***5,000,000*** for each and every cyber claim.

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Schedule 7 – Authority Responsibilities

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Schedule 7 – Authority Responsibilities

1 Introduction

1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Contract. Any obligations of the Authority in Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be **Authority Responsibilities** and cross referenced in the table in Paragraph 3.

1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 General Obligations

The Authority shall:

(a) perform those obligations of the Authority which are set out in the Clauses of this Contract and the Paragraphs of the Schedules (except Schedule 2 (*Services Description*) and Schedule 8 (*Supplier Solution*));

(b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;

(c) provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Contract as defined in the Implementation Plan;

(d) use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and

(e) procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed); and

(f) use its reasonable endeavours to ensure that the incumbent supplier of services similar to the UK ENIC Services provides adequate and reasonable assistance and cooperation, to enable the Supplier to commence performance of the Implementation Services by the Effective Date, and the Operational Services by the Operational Services Commencement Date.

3 Specific Obligations

The Authority shall, in relation to this Contract perform the Authority's responsibilities identified as such in this Contract the details of which are set out below:

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Document	Description
Schedule 32 (Intellectual Property Rights)	Procure a licence for the Supplier and its Sub-contractors to use the Database and the Authority's Background IPR.
Schedule 2 – Para 7.7	Provide its approval (not to be unreasonably withheld) to the UK ENIC Portal prior to the Go-Live Readiness Date.

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Department for Education

Schedule 8 – Supplier Solution

NOTE: Dates quoted are subject to change as detailed in other Contract Schedules

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Schedule 8 – Supplier Solution

Technical Envelope Question 1 Response Document

IMPORTANT INFORMATION:

- All defined terms in these questions are as defined (and used) in the Contract (including the ITT).
- Please provide an answer for each question explicitly.
- References to answers in other questions/sections will not be considered.
- Evaluators will not consider previous knowledge of your organisation therefore please provide clear evidence and examples of your skills and experience.
- Please only upload the information requested and where directed to do so. Any additional documentation will not be evaluated.
- Please ensure you use the following formatting; font size Arial 12, default (one inch) margins and 1.5 line spacing.
- Please note there are three types of questions;
    - **Common Questions:** These constitute 50% of the total evaluation score. There are five common quality questions applicable to both contracts.
    - **Social Value Questions:** There is one specific social value question for DfE contributing 5% to the evaluation score. for the Social Value question for HO is divided into four parts, each contributing 1.25% to the evaluation score for that question. Note that the commitments made in a Bidder's response, including any proposed KPIs, will only apply to the Contract to which the question relates (e.g. a Bidder's response to the DfE Social Value question will only apply to and be incorporated into the DfE Contract if the Bidder is successful).
    - **Department-Specific Questions:** Each Authority (DfE and HO) has two questions which are specific to that department, contributing a total of 20% to the overall evaluation score. Responses to these Authority-specific questions will be scored in accordance with the evaluation criteria set out in the ITT.
- When formulating your answer, please ensure you refer to the relevant Services Description, to the extent required to answer the question.

Please enter the name of the organisation completing this questionnaire in the space below:
Ecctis

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Question Number	Question Type	% after Weighting	Minimum Threshold	Max Word/ Page Count
1	Common Question (Quality)	15	3	1200 3 x A4
Question Theme: Understanding National and International Education and Qualifications.				
Question: Demonstrate your understanding of the education sector and of qualifications in both a national and international context and of public policy and working with the public sector.				
Look Fors: Describe how your expertise (either existing or to be secured) in the field of academic, vocational and professional titles will inform your delivery of the ENIC Contract. If you do not currently have this expertise, you must: • provide a detailed description of your approach to securing it; and • recognising the high-profile nature of the Services, clearly identify any criteria you will use to appoint key personnel. What is your understanding of the challenges and opportunities in the field of academic, vocational qualifications and professional titles over the course of the Contract?				

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Our respected team of education experts is embedded in international education networks and actively engaged in key developments. We have successfully delivered high quality qualification and skills recognition services on behalf of the UK Government for 27 years. Our ability to constantly adapt and innovate will ensure that UK ENIC and UKVN continue to be world leading, and fulfil Authority and customer needs.

Our experts are experienced, degree-educated, and have diverse international, cultural and linguistic backgrounds, with individual expertise in twenty languages. Training is comprehensive and staff have accumulated in-depth knowledge of the international education sector. Many staff join Ecctis from teaching, research and other education-related backgrounds. Developing and retaining this world-leading expertise underpins service delivery and is crucial to maintaining the quality of information found within the UK ENIC Database. Along with our extensive international network of contacts, it ensures that recognition decisions are based on in-depth understanding of qualifications and education systems. Our contributions in the recognition arena are renowned, with a strong reputation for professional knowledge and excellence within the ENIC-NARIC network. We will fill the Senior UK ENIC Representative role internally, enabling us to employ our reputation and expertise to maximum benefit.

Supporting UK education: We continually monitor developments across the four home nations, ensuring the currency of our knowledge and advice. We understand the history and nuances: four education systems; three qualifications frameworks; devolved administrations; public and sectoral bodies with different authority levels on a national and UK level. Continued engagement across all relevant sectors is central to our stakeholder engagement strategy. In the delivery of UK ENIC, we will continue to support and promote UK education by actively engaging with the ENIC-NARIC network, UK Government departments, UK ENIC subscribers and international stakeholders. We will use our expertise to resolve queries and issues.

Strong understanding of national and international qualifications: We have a strong track record of delivering qualification-focused services and consultancy, supporting stakeholders in understanding national and international qualifications. Our extensive experience includes the development and benchmarking of academic, vocational and professional qualifications [redacted]. In 2005, we designed the ENIC Band Framework, now

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integral to the Comparability Methodology. We have updated the Framework to reflect any developments in the UK system, e.g. incorporating T Levels. We managed the UK ReferNet service and the ECVET contact point for England until 2020 and the UK Centre for Professional Qualifications until 2024, developing unparalleled expertise in vocational and professional recognition. We continue to apply this knowledge to support the recognition and comparison of vocational and professional awards.

Technical advisory and policy support: Our national and international expertise enables us to advise government and support policy initiatives. We understand recognition and how it can improve the lives of end users and benefit the UK, by removing barriers to mobility and simplifying complex, technical processes. We have a strong track record in leading technical discussions for successful mutual recognition of qualifications agreements, with [redacted]. We have, for instance, supported the Aid for Trade initiative; delivered capacity building to support new recognition centres; analysed post-Brexit implications for professional qualification recognition; and [redacted].

As a whole, and via our individual experts, we are embedded in wide-ranging international networks related to education and recognition. We have held leadership roles across international networks, including chair and vice chair roles on the ENIC-NARIC Bureau and Lisbon Recognition Convention (LRC) Committee. We serve on the [redacted], and our knowledge and experience provide a solid foundation for ongoing technical support. Upcoming representation opportunities will be a standing agenda item on our meetings with the Authorities, to ensure that our engagement reflects the interests of HMG.

Public policy and public sector engagement: Our research output further highlights how we can contribute to dialogue on public policy, providing insight on the recognition of international qualifications. Our reports on international secondary assessment during the Covid-19 pandemic considered the impact on assessment globally, covering examination changes and cancellations, and grading practices.

We have good working links with UK Government departments and will focus on strengthening links with Devolved Administrations. We understand the effects of different policy areas on both services and these links will enable us to monitor and

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advise on policy developments and directions. We have strong stakeholder relationships across the education sector: [redacted]. In our international activities, we work alongside many public sector bodies within the ENIC-NARIC network, [redacted]. We have built strong relationships with ministries for education and government departments, including those we have advised on capacity building, [redacted] Our benchmarking activities have also enabled us to work extensively with various in-country regulators.

Challenges and opportunities: As experts in evaluating qualifications and finding positive outcomes to recognition challenges, we understand that education systems evolve from socioeconomic, political and historical contexts. Reforms are frequent and geopolitical situations affect the volumes and types of applications and enquiries. Through our ongoing research, engagement and horizon scanning, we observe developments, recognise trends and anticipate future directions. [redacted] to inform a collaborative approach to addressing emerging challenges and opportunities.

Transnational education (TNE) represents 10% of UK education exports and is a UK Government priority. Whilst revenues doubled between 2010-20, growth is slowing and lack of recognition can be a barrier. We have produced guides to recognition issues in international distance learning (Edition 3, 2021) and can apply our knowledge of global practices to support recognition of UK TNE.

Technology is rapidly shaping the future of education. Qualification recognition practices need to respond to growth in online learning, micro-credentials, digital credentials and AI. In recent years, we have evolved our flexible and robust methodology to assess new qualification types (micro-credentials 2022-3) and address new needs (evaluating prior learning 2020-3). AI can be used increase automation and support fraud detection in the recognition process, but it presents challenges around transparency and a risk of bias being introduced through machine learning. We will ensure that any use of AI will benefit efficient delivery of the services and that recognition processes remain fair and robust, in line with the principles of the Lisbon and Global Recognition Conventions.

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Technical Envelope Question 2 Response Document

IMPORTANT INFORMATION:

- All defined terms in these questions are as defined (and used) in the Contract (including the ITT).
- Please provide an answer for each question explicitly.
- References to answers in other questions/sections will not be considered.
- Evaluators will not consider previous knowledge of your organisation therefore please provide clear evidence and examples of your skills and experience.
- Please only upload the information requested and where directed to do so. Any additional documentation will not be evaluated.
- Please ensure you use the following formatting; font size Arial 12, default (one inch) margins and 1.5 line spacing.
- Please note there are three types of questions;
    - **Common Questions:** These constitute 50% of the total evaluation score. There are five common quality questions applicable to both contracts.
    - **Social Value Questions:** There is one specific social value question for DfE contributing 5% to the evaluation score. for the Social Value question for HO is divided into four parts, each contributing 1.25% to the evaluation score for that question. Note that the commitments made in a Bidder's response, including any proposed KPIs, will only apply to the Contract to which the question relates (e.g. a Bidder's response to the DfE Social Value question will only apply to and be incorporated into the DfE Contract if the Bidder is successful).
    - **Department-Specific Questions:** Each Authority (DfE and HO) has two questions which are specific to that department, contributing a total of 20% to the overall evaluation score. Responses to these Authority-specific questions will be scored in accordance with the evaluation criteria set out in the ITT.
- When formulating your answer, please ensure you refer to the relevant Services Description, to the extent required to answer the question.

Please enter the name of the organisation completing this questionnaire in the space below:
Ecctis

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Question Number	Question Type	% after Weighting	Minimum Threshold	Max Word/ Page Count
2	Common Question (Quality)	10	3	1200 3 x A4

Question Theme: Customer Fulfilment Methods.

Question: Outline your approach to operating customer fulfilment, including a Customer Contact Centre to manage customer enquiries ensuring a high quality of service and high customer satisfaction.

Look Fors: You should explain:

- Your approach to establishing the contact centre requirement, either centrally or using remote working.
- The forms of Customer contact:
  - Telephony
  - Email
  - Engagement with webchat
- Your ability to link Customers requirements to the Payment Portal and receive payment confirmation before delivering the Service(s).
- Your approach to balancing the quantitative requirement of efficient handling of contact volumes with the qualitative requirements of expertise-led satisfactory customer fulfilment.
- How you plan to be able to respond to contact centre enquiries in each of the United Nations Official Languages if requested, and any additional language as notified by the Authority.

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In delivering the current UK ENIC and UKVN contact centres, our commitment to developing and retaining a strong team, within effective management structures, has enabled us to achieve exceptional results. We have an unblemished KPI record and consistently achieve outstanding overall customer satisfaction rates [redacted].

"The entire process was smooth and hassle-free, thanks to the clear communication and guidance provided by the Ecctis team. They were responsive to my inquiries and ensured that I was kept informed at every step" - UKVN customer feedback, 2024.

We will build on this approach by using technology to further enhance the customer journey, leading to overall efficiencies while maintaining our dedication to customer experience. The needs of individual customers, subscribers and corporate bundle customers will be met through a variety of methods, with dedicated contact centres, portals, phonelines and inboxes. Subscribers and corporate bundle customers will have access to dedicated account managers.

Our contact centres will operate on a hybrid model, with a central base in Cheltenham, UK. As part of our Service Recovery Plan, staff can work fully remotely if necessary.

Telephone calls: (9-5 Mon-Fri) Calls will be charged at standard network rate. A short, informative Interactive Voice Response (IVR) will guide individuals to a knowledgeable adviser, whilst subscribers and corporate bundle clients have telephone access to advisers directly. Live calls will be prioritised over replying to messages to maintain low call wait times.

Live chat: Having successfully developed a chatbot (24/7), we offer customers greater flexibility beyond the (9-5 Mon-Fri) web chat. Customers can access advice on common queries at any time of day; advisers can see the chat history and seamlessly progress cases during office hours. A live chat service for subscribers will provide support with qualification queries.

Email: All email queries will receive an automated email receipt followed by a personalised response within five working days. Corporate bundle clients will be predominantly communicated with via email.

Portal: Individual customers will be directed to message through our web portal, to best enable us to support with order-specific queries and discuss their data securely. Messages will be responded to within five working days.

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Post: We will issue hard copy statements by post, where requested, and can handle correspondence and documents received by post from our central UK base.

We hold a strong track record of successfully managing enquiry volume fluctuations, maintaining turnaround times and high customer satisfaction. We have a proven ability to achieve a balance between efficiency and customer-focused, expertise-led service delivery. In 2023, despite a [redacted] in enquiries vs 2022, we continued to receive regular positive feedback, excellent customer satisfaction scores of [redacted] and outstanding NPS. Our awareness of peak times in admissions cycles (e.g. clearing and January intake) enables effective planning. We will maintain and advance this by:

- **Supporting self-service** through a clear customer journey and regularly monitoring query trends. This will identify opportunities to improve on the range and depth of information published on the website and provided by the chatbot to support customers. This approach has historically enabled us to manage peaks in enquiries by freeing up advisers to support complex queries. We received a [redacted] satisfaction score from customers in 2023 for the clarity of information on our website, and [redacted] satisfaction with the application process.
- **A six-month training programme** will ensure expert advisers have the technical knowledge to service the broad range of complex educational queries, navigate the database and provide flexible support throughout the customer journey. They will be cross-trained on all forms of customer contact, allowing maximum flexibility where volumes fluctuate. Contact centre staff and evaluators will work collaboratively to provide the best level of support to our varied customers, combining specialist education knowledge with excellent customer service.
- Informed by our previous experience, we will deliver an **unscripted, personalised phone service** to best support the varied customer needs. To drive efficiency and customer satisfaction, we will focus on a **first contact resolution approach**: resolving as many customer queries as possible at first approach and ensuring future queries are pre-empted. Clear notes will be logged for each contact, so any follow-up contact is effective for customers and advisers. These approaches led to a satisfaction score of [redacted] for calls in 2023.
- Application updates from advisers and evaluators will use a **combination of templates and personalisation** to clearly explain complex information in an

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accessible way. They will avoid jargon and use cultural and language expertise to tailor terminology to reduce follow up queries. Our approach received a [redacted] overall customer satisfaction score for online messaging in 2023.

- We will **prioritise enquiries** based on urgency, including prioritising messages received from Fast Track applicants, aiming to reply within 24-48 hours.
- We will maintain our culture of **continuous improvement** and carry out **quality assurance** processes for all forms of contact. Advisers will be assessed monthly for quality, accuracy and compliance, with training or support provided where needed (on top of extensive initial training). Robust processes will be in place to ensure that customers are treated fairly and that their data is protected.

Language provision: We will respond to contact centre enquiries in each of the United Nations Official Languages when requested, and any additional language as notified by the Authority. [redacted] languages are currently spoken by our staff, supporting all areas of service delivery. Our coverage of languages will be reviewed quarterly by the Operations Director. We also provide opportunities for staff to upskill in relevant languages by providing free access to the [redacted] app. Where requested, calls will be transferred to a staff member who speaks the required language or a callback will be arranged within [redacted] hours. [redacted] will be used to triage messages / emails to identify the language and nature of the query. A staff rota will ensure coverage of the required languages, made up of our highly skilled, culturally aware staff with strong expertise in overseas education systems.

Payment Portal: Customers will select their required service via the portal, where prices will be clearly displayed in GBP. Our [redacted], enabling seamless integration with the Authority Merchant Acquiring Solution. This will be facilitated by dedicated resources within our experienced in-house IT and development team during the implementation period. This integration will enable smooth customer redirection to payment processing and back to our portal, where customers can monitor the status of their payments and service orders in real time and access invoices or payment receipts. Via the system integration, we will secure payment confirmation before delivering any services, through processes that only transmit essential data for maximum security and efficiency.

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Technical Envelope Question 3 Response Document

IMPORTANT INFORMATION:

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- Please provide an answer for each question explicitly.
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- Please only upload the information requested and where directed to do so. Any additional documentation will not be evaluated.
- Please ensure you use the following formatting; font size Arial 12, default (one inch) margins and 1.5 line spacing.
- Please note there are three types of questions;
    - **Common Questions:** These constitute 50% of the total evaluation score. There are five common quality questions applicable to both contracts.
    - **Social Value Questions:** There is one specific social value question for DfE contributing 5% to the evaluation score. for the Social Value question for HO is divided into four parts, each contributing 1.25% to the evaluation score for that question. Note that the commitments made in a Bidder's response, including any proposed KPIs, will only apply to the Contract to which the question relates (e.g. a Bidder's response to the DfE Social Value question will only apply to and be incorporated into the DfE Contract if the Bidder is successful).
    - **Department-Specific Questions:** Each Authority (DfE and HO) has two questions which are specific to that department, contributing a total of 20% to the overall evaluation score. Responses to these Authority-specific questions will be scored in accordance with the evaluation criteria set out in the ITT.
- When formulating your answer, please ensure you refer to the relevant Services Description, to the extent required to answer the question.

Please enter the name of the organisation completing this questionnaire in the space below:
Ecctis

Docusign Envelope ID: 15A7C041-66A8-4CC1-A723-78BCF2C27324

Question Number	Question Type	% after Weighting	Minimum Threshold	Max Word/ Page Count
3	Common Question (Quality)	10	3	1200 3 x A4

Question Theme: Customer Satisfaction.

Question: Outline your approach to ensuring a smooth customer service journey across the entire service.

Look Fors: Your answer should demonstrate:

- How you will ensure that the service:
    - Has sufficient capacity to carry out assessments in a timely manner.
    - Has the ability to plan the resource requirements for a range of case complexities.
    - Is able to manage significant increases in Customers' requests whilst managing to meet Customers' needs.
- How you would:
    - Flex your approach to cope with fluctuations in demand/seasonality.
    - Ensure that the current level of service is maintained.
    - Maintain the integrity of the service and ensure that end users are satisfied with the service provision, and how you would measure customer satisfaction rates.
    - Ensure continuity of the current expertise, and further increase the knowledge base of the key staff within the service.
    - Ensure that you comply with the Website Accessibility Requirements as outlined in the Services Description.
- Your approach to making continuous improvements.
- Your outline complaints procedure and how you would use lessons learnt to inform your continuous improvement approach.

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We have 27 years' experience of achieving high levels of customer satisfaction for similar services. Overall satisfaction rates for the UK ENIC and UKVN services we currently deliver consistently exceed [redacted]. We will continue to be customer centric and meet evolving customer needs through our culture of continuous improvement. All customer-facing staff will continue to receive extensive training on customer service. We will ensure all customer types (individuals, subscribers and corporate clients) experience smooth interactions with knowledgeable staff, with communication captured via internal record systems. The customer experience of personal communication combined with an efficient technology-driven process will ensure high levels of customer satisfaction and trust in the process and outcomes.

Capacity, Resourcing and Flexibility: We will utilise our experience and insights from comprehensive application and enquiry data to identify trends and associated resource needs. Our extensive contact networks will support intelligence gathering, trend analysis and horizon scanning. Our understanding of admissions cycles and fluctuations in demand will underpin application volume forecasting and effective resource planning. This will ensure sufficient service capacity to deliver assessments within the specified timeframes, efficient service delivery and good value for public money. Our resource planning will consider onboarding, substantial training, shrinkage and availability of specialists to cover peaks in applications. Service Operations Managers will monitor the need for longer term adjustments to respond to emerging trends on a weekly and monthly basis. [redacted] This report will be shared with the Authorities to enable a collaborative approach to emerging challenges and opportunities.

We have successfully adapted to significant variations in demand in recent years, including [redacted] year-on-year growth in qualification comparisons from Hong Kong between 2021 and 2022, supporting applications for British National Overseas (BNO) visas, and [redacted] growth in qualifications from Ukraine since February 2022, due to the ongoing conflict. Our customer satisfaction rates have remained consistently high despite significant fluctuations in volumes, with an overall satisfaction rate of [redacted] over this period. Our Net Promoter Scores (NPS) are consistently excellent: [redacted]. NPS is a measurement of

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customer satisfaction, which indicates how likely customers would be to recommend the brand or service, on a scale of -100 to +100. Our NPS far exceeds the industry benchmark for education and professional services organisations, which is [redacted]

Our flexible pool of cross-trained staff will be deployed to meet shifting demand across the suite of UK ENIC and UKVN services. All services will be able to draw on our country and education experts, and our customer contact centres are adaptable to meet each area of need. A rota system will ensure that our linguistic expertise in the required UN official languages is always available to customers.

Service Levels and Expertise: The methods above are evolutions of our proven approach which has underpinned a successful track record of consistently meeting all key performance indicators for the UK ENIC and UKVN services. Our expert staff are supported to enhance the quality of the service through training on key themes (updated at least annually), access to relevant CPD (particularly in the form of recognised qualifications), cross-team work shadowing, secondment, and information sharing. Our account management system and understanding of subscribers has enabled us to personalise the level of detail in responses to qualification queries.

Service Integrity: This will be maintained through several key approaches:

Staff training and development: regular performance appraisals and ongoing training and development will maintain high performance levels, building on our successful staff induction programme, requisite training as outlined in the specification, and our own role-specific induction sessions.

Quality assurance: we will continue a rigorous system of application sampling, monthly quality reports, and robust quality review processes for all information published within the database. Monthly reporting of outcomes, and targeted interventions on any issues identified, will ensure high standards and drive continuous improvement.

Fraud prevention: fair, transparent and robust processes will be in place for the prevention and detection of fraud in applications, led by our specialist counter-fraud team. Our research and analysis of fraud trends will strengthen these processes. We will draw upon our extensive history of tackling credential fraud, our established international stakeholder networks and ongoing CPD to ensure the currency of our approach to fraud. Customers will be kept informed of the progress of their application

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as it undergoes the requisite scrutiny, with advisers trained on handling suspected fraudulent applications appropriately.

Complaints: Our complaints procedure will remain publicly accessible. It will ensure that complaints are managed consistently. All complaints will be recorded, investigated, and handled by a supervisor or manager for resolution. Service teams within our Contact Centre will handle initial complaints. [redacted]

Lessons Learnt and Continuous Improvement: Once an individual application is complete, customers will be asked to fill in a customer satisfaction survey, rating the overall service and providing insight into the customer journey. Responses will be reviewed and reported monthly, including an overall satisfaction level with the service. [redacted]. The Contact Centre Manager will be responsible for reviewing trends in customer feedback and enquiry handling times, to improve online content and the customer journey.

Subscribers may provide feedback at any time but are encouraged to complete the annual member survey and [redacted], with a view to ensuring the service meets their needs.

Along with output from quality assurance processes and customer satisfaction surveys, reviewing complaints is integral to ongoing process improvement. Learnings implemented in the past year include enhancements to quality assurance processes and improved customer service training for handling difficult calls. [redacted], to present new developments and proposed enhancements based on feedback and data / research.

Accessibility: We will build on our well-established, user-friendly infrastructure to ensure all operational and accessibility requirements for the Portal are fulfilled in accordance with the relevant specifications. Our Implementation Plan for both services includes [redacted] to ensure our website meets or exceeds all accessibility needs for the full diversity of our customers.

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Technical Envelope Question 4 Response Document

IMPORTANT INFORMATION:

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- Please provide an answer for each question explicitly.
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- Please ensure you use the following formatting; font size Arial 12, default (one inch) margins and 1.5 line spacing.
- Please note there are three types of questions;
    - **Common Questions:** These constitute 50% of the total evaluation score. There are five common quality questions applicable to both contracts.
    - **Social Value Questions:** There is one specific social value question for DfE contributing 5% to the evaluation score. for the Social Value question for HO is divided into four parts, each contributing 1.25% to the evaluation score for that question. Note that the commitments made in a Bidder's response, including any proposed KPIs, will only apply to the Contract to which the question relates (e.g. a Bidder's response to the DfE Social Value question will only apply to and be incorporated into the DfE Contract if the Bidder is successful).
    - **Department-Specific Questions:** Each Authority (DfE and HO) has two questions which are specific to that department, contributing a total of 20% to the overall evaluation score. Responses to these Authority-specific questions will be scored in accordance with the evaluation criteria set out in the ITT.
- When formulating your answer, please ensure you refer to the relevant Services Description, to the extent required to answer the question.

Please enter the name of the organisation completing this questionnaire in the space below:
Ecctis

Docusign Envelope ID: 15A7C041-66A8-4CC1-A723-78BCF2C27324

Question Number	Question Type	% after Weighting	Minimum Threshold	Max Word/ Page Count
4	Common Question (Quality)	10	3	1200 3 x A4

Question Theme: Implementation Plan.

Question: Please submit a detailed Implementation Plan that will enable you to employ the right resources and methodologies to assure a smooth transition of the service, including transition to the new service delivery model, and achieve the required Go Live Date.

Look Fors: Your Plan should set out:

- Your detailed Contract mobilisation plan including all key milestones from the Go Live Readiness Date through to the Operational Services Commencement Date and how this underpins the success of the project.
- The Governance and Reporting Structure that will be in place throughout the implementation period.
- The project management methodologies that you will employ to assure successful implementation.
- The human resources you will employ to execute a successful implementation (with up to 5 CV's, if appropriate, each of no more than one side of A4).

In the event of failing to secure sufficient existing staff in the TUPE transfer process, advise your proposed contingency plan to ensure service continuity including their proposed recruitment plan or existing staff engagement.

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[redacted]

[redacted]

A dedicated implementation team for each contract, made up of [redacted] will plan and manage the implementation period. Priorities include:

Requirement	Key tasks
Integration of the Authority Merchant Acquiring Solutions	Develop portal to integrate new payment solution
	Develop process for issuing refunds
Dedicated technical advisory / representation roles (DfE)	[redacted]
Additional reporting	Expand reporting functionality within portal
	Develop live reporting dashboard

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Mandatory qualification verification; results accessible to Authority via portal (HO)	Enhance portal functionality to record and display verification outcomes and other required details
	Recruit additional staff to cover verification
Vetting and mandatory training for staff working on the contract (HO)	Complete staff vetting, as required
	Source and develop relevant training resources
	All staff to complete mandatory training
Verification of 7% of applicant documents (DfE)	Enhance functionality of ENIC Portal to select documents for verification and record outcomes

Working with the relevant project team, our experienced IT development team will design, build and test the UK ENIC / UKVN Portals:

1. Design	[redacted]	**Tasks:** Consult user focus groups; develop specifications **Deliverables:** full specification for Portal approved by the Authority
2. Testing and audit (phase 1)	[redacted]	**Tasks:** Integrate Authority Merchant Acquiring Solution; develop web content; develop live reporting dashboard; testing[1]; ISO27001 external audit (stage 1); Cyber Essentials Plus technical test **Deliverables:** Issues log / tester feedback; change log; Cyber Essentials Plus certification
	[redacted]	**Tasks:** Integrate Authority Merchant Acquiring Solution; develop live reporting dashboard; develop web content; add new data fields; testing[1] **Deliverables:** Issues log / tester feedback; change log
3. Testing and audit (phase 2)	[redacted]	**Tasks:** ISO27001 external audit (stage 2); accessibility review; testing[1]; modifications **Deliverables:** ISO27001 certification; testing certification; accessibility certificate; fully functional version of ENIC Portal and live reporting dashboard
	[redacted]	**Tasks:** Accessibility review; testing[1]; modifications
		Deliverables: Testing certification; accessibility certificate; fully functional version of portal and live reporting dashboard

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4. Finalisation	[redacted]	**Tasks:** Final modifications; retesting **Deliverables:** Testing certification; ISO14001 EMS accreditation (by 12/01); finalised version of Portal and live reporting dashboard ready to go live
5. Go Live Readiness	[redacted]	**Deliverables:** Achievement of all preceding milestones; fulfilment of the test success criteria for all tests related to the milestone; Authority sign off for all Schedule 2 requirements

[redacted]

Project management: We will use an [redacted] methodology to deliver value to the Authorities and drive seamless transition to the new services. [redacted] responsible for: establishing the Responsible, Accountable, Consulted, Informed (RACI) matrix; allocating resources; monitoring progress towards the agreed Detailed Implementation Plan and Quality Plans; maintaining a risks, assumptions, issues and dependencies (RAID) log. Beyond the Go Live date, we will ensure all commitments are delivered and discuss any potential developments with the Authorities.

Governance and reporting structure: Each contract's project team will meet weekly to report on progress, and address risks and emerging issues. The [redacted] for each contract will: report on progress against the detailed Implementation Plan; address any concerns raised by the Authority; manage risks; agree any updates to the Implementation Plan following each ATP milestone. Virtual meetings will be [redacted]

Continuous improvement: We will set out a detailed roadmap for further developments to the UK ENIC and UKVN services, including the customer interface and data management system behind the UK ENIC database, and expanding processes and technology for fraud detection and prevention. Drawing on insights and subscriber feedback from our track record of UK ENIC and UKVN service delivery to date, these developments will [redacted]

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Contract Lead: [redacted]

[redacted]

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UK ENIC Project Manager: [redacted]

[redacted]

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UK Visas and Nationality Project Manager: [redacted]

[redacted]

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Senior Leadership Oversight of IT Enhancement: [redacted]

[redacted]

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Oversight of ENIC Database Enhancement: [redacted]

[redacted]

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Technical Envelope Question 5 Response Document

IMPORTANT INFORMATION:

- All defined terms in these questions are as defined (and used) in the Contract (including the ITT).
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- Please note there are three types of questions;
    - Common Questions: These constitute 50% of the total evaluation score. There are five common quality questions applicable to both contracts.
    - Social Value Questions: There is one specific social value question for DfE contributing 5% to the evaluation score. for the Social Value question for HO is divided into four parts, each contributing 1.25% to the evaluation score for that question. Note that the commitments made in a Bidder's response, including any proposed KPIs, will only apply to the Contract to which the question relates (e.g. a Bidder's response to the DfE Social Value question will only apply to and be incorporated into the DfE Contract if the Bidder is successful).
    - Department-Specific Questions: Each Authority (DfE and HO) has two questions which are specific to that department, contributing a total of 20% to the overall evaluation score. Responses to these Authority-specific questions will be scored in accordance with the evaluation criteria set out in the ITT.
- When formulating your answer, please ensure you refer to the relevant Services Description, to the extent required to answer the question.

Please enter the name of the organisation completing this questionnaire in the space below:
Ecctis

Question Number	Question Type	% after Weighting	Minimum Threshold	Max Word/ Page Count
5	Common Question (Quality)	5.0	3	800 2 x A4
Question Theme: Management And Governance.				

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Question: Describe your approach to the overall management and governance of the contract and services therein.
Look Fors: You answer should: • Demonstrate how you will manage this Contracts, noting that they are for two Government departments. • Set out the proposed detailed governance structure at operational and board level that would apply to the Contracts and the delivery of the specification, which will ensure that the public service element of the contract and relevant key stakeholders are represented within the governance structure.

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Informed by 27 years of successful service delivery to Government and operating as an Employee-Ownership Trust (EOT), our management and governance structure embeds the principles of public service with defined roles and accountability.

We will build on the open and collaborative relationship with DfE and the Home Office, to demonstrate our transparency, integrity and effective contract governance structure. Drawing on lessons learned, we will employ effective decision-making and provide clear paths for issue resolution. We will commit to the governance requirements in Schedule 21. We fully understand that these are two separate but linked contracts. This is reflected in our management and governance arrangements, which are contract-specific and distinct, but coordinated to benefit delivery. [redacted]

The Statutory Board of Directors (the Board) of Ecctis Limited and the EOT board oversee Company performance and will give delegated authority [redacted] to oversee the Government contracts. [redacted], will lead on contract and corporate governance and risk management, and will manage the conflicts of interest registration process. This robust framework provides strong, independent governance of the Company's operations and contract delivery.

The [redacted] will be accountable for effective business operations**,** including reporting on risk management and contractual key performance indicators (KPIs) to the Board. [redacted] will continually review and monitor contractual KPIs (escalating to [redacted] if necessary), and manage system enhancement projects and business processes, facilitating efficient and methodical management of both contracts. [redacted] will safeguard the integrity and security of systems to comply with relevant government standards and guidance.

[redacted] are critical to our corporate governance structure, comprising our [redacted] and the majority of our Board roles. Providing rigour and impartial oversight, drawing on their expertise in the technology

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and education sectors and public service backgrounds, they ensure compliance and accountability. This independent governance and public service ethos will be further enhanced via our Board and SLT development programme, with training on key governance themes, including roles and accountabilities, effective decision making, and digital transformation.

Contract and services management: Overseen by the [redacted] level, each contract will have a dedicated Project Manager responsible for:

- **Resourcing**: defining requirements; effective allocation and monitoring utilisation
- **Performance**: monitoring and reporting against agreed metrics in Schedule 3, as well as our own quality requirements, taking action where needed
- **Quality management**: ensuring high quality service delivery which conforms to contractual requirements and meets the diverse needs of end users
- **Change management**: implementing processes for handling contract changes
- **Risk management**: maintaining Risk Registers to proactively identify and assess risks, and working in line with governance structures to manage and mitigate risks
- **Continuous improvement**: fostering a culture of learning and innovation to drive ongoing enhancements throughout the life of the contracts
- **Equality, diversity and inclusion**: ensuring accessibility for service users with particular needs, including vulnerable and under-represented groups.

The management of both contracts will be reinforced by our policies, including ethical corporate behaviour, corporate social responsibility, responsible procurement, and whistleblowing, and our work towards the Good Business Charter accreditation.

Effective engagement with key stakeholders is crucial to our approach to delivery of a high-quality public service and supports good governance. We have a strong track record of dynamic collaboration with varied stakeholders, [redacted]. The knowledge and expertise gained through these relationships will underpin high-quality service delivery and enable us to work constructively and strategically with the Authorities.

Our public service ethos and dedication to providing good value is reflected in our [redacted]. Our technical proposal builds upon our track record of delivering outstanding services accessible to all. We are committed to satisfying customer needs and to upholding the highest possible standards of ethical and professional behaviour.

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Technical Envelope Question 6 Response Document

IMPORTANT INFORMATION:

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- Please ensure you use the following formatting; font size Arial 12, default (one inch) margins and 1.5 line spacing.
- Please note there are three types of questions;
    - **Common Questions:** These constitute 50% of the total evaluation score. There are five common quality questions applicable to both contracts.
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    - **Department-Specific Questions:** Each Authority (DfE and HO) has two questions which are specific to that department, contributing a total of 20% to the overall evaluation score. Responses to these Authority-specific questions will be scored in accordance with the evaluation criteria set out in the ITT.
- When formulating your answer, please ensure you refer to the relevant Services Description, to the extent required to answer the question.

Please enter the name of the organisation completing this questionnaire in the space below:
Ecctis

Question Number	Question Type	% after Weighting	Minimum Threshold	Max Word/ Page Count
6	DfE (Social Value)	5	0	1800 4 x A4
Background information to help inform your response:				

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It is the Government's vision to make the United Kingdom the best place to start and grow a business. It describes how Government must shape our business environment to take on the challenges and opportunities of new technologies and new ways of doing business. The strategy also describes Government's plan to help businesses create better higher-paying jobs in every part of the United Kingdom. Developing the skill levels of the current and future workforce is the essential enabler for this. A nationwide focus on jobs and skills, especially in high growth sectors with known skills shortages, will help to narrow disparities between communities. Providing better jobs also helps employers to attract and retain the talent they need to grow and thrive.

Government will monitor progress under this policy outcome by asking contracting authorities to report the number of training opportunities created through their contracts.

Question Theme: Theme 2: Tackling economic inequality.

Policy Outcome: Create new businesses, new jobs and new skills

Award Criteria: Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.

Question: Describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria.

Explain how you will create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.

Your answer must include activities that demonstrate and describe your existing or planned delivery of apprenticeships and/or T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the Contract.

Look Fors:

- Your 'Method Statement,' stating how you will achieve this and how your commitment meets the Award Criteria, and a timed project plan and process, including how you will implement your commitment and by when.

- How you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:

- Timed action plan
- Use of metrics (measurable, e.g. number of apprenticeships and/or T-Levels created)
- Tools/processes used to gather data
- Reporting
- Feedback and improvement
- Transparency (to allow the Authority to request information about your Social Value achievements)

- How you will influence staff, suppliers, customers and communities through the delivery of the contract to support the Policy Outcome, e.g. engagement, co-design/creation, training and education, partnering/collaborating.

- How you will monitor performance of KPI 6 in relation to the UK ENIC Services Provided to DfE.

Additional notes/guidance

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- Responses to this question are scored on a purely qualitative basis. For example, all other things being equal, a response that offers to create 5 apprenticeships would gain the same score as one that offered 10 apprenticeships.
- Your response **must be both relevant to this Award Criteria and specific to this contract.** Responses that refer to generic 'corporate social responsibility' actions **will not** receive credit for those parts of their response.
- Following contract award, you will need to agree at least one Social Value KPI for approval by the Authority. You should consider the requirements of this when drafting your response to this Social Value question and make clear the metrics/KPIs within your proposal.
- Evidence for achievement will be asked for during the contract.

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The employment and training opportunities under the contract will enable us to make a positive contribution to our local area. Gloucestershire is a net exporter of 18–24-year-olds with an ageing population; graduate retention is a challenge. As a medium-sized company and graduate employer, we will create and retain employment and training opportunities that support the retention of young people and contribute to local and regional prosperity. The Gloucestershire Skills Strategy 2022-27 highlights the need to recruit from a more diverse talent pool, to develop apprenticeship and T Level provision, and to connect effectively with local education and skills provision. These aims and priorities are reflected in our recruitment and skills development approach.

Delivery of T Levels and apprenticeships: We will increase our outreach and engagement with local schools and colleges, in accordance with the Careers and Enterprise Company Employer Standards, and work towards becoming a [redacted]. Through these relationships, we will seek to offer T Level industry placements in digital infrastructure, digital support services, and / or business and administration. These placements will enable young people to gain T Level qualifications in high-demand areas, as well as supporting delivery of the UK ENIC contract. We will offer a [redacted] apprenticeship as part of our Policy Unit. Consideration of further apprenticeships will be embedded in our people strategy and recruitment process as a way of developing and retaining the specialist skills required to deliver the contract.

Support for educational attainment: We will conduct a skills audit and training needs analysis of the contract workforce. This will inform the identification of relevant training and recognised qualifications to upskill the workforce, enhance the skills base, and improve productivity. This will include training and recognised qualifications in national skills shortage areas, such as software engineering and cyber security. We funded development opportunities for [redacted] of employees in 2023 and have supported many staff to obtain recognised qualifications to support their progression, including [redacted]. We will continue to offer financial support and reasonable study time for individuals (particularly those with sub-degree or no formal qualifications, or from disadvantaged or minority groups) to be supported to attain a specialist or higher-level qualification, whether through an apprenticeship, funded part-time / blended study, or professional certification.

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Skills growth and sustainability: We will provide work shadowing opportunities, including opportunities to shadow the Senior Leadership Team. We will build on our established [redacted] and role-specific pathways, to provide employees with clear and transparent routes for development and progression. [redacted] of our Senior Leadership Team and [redacted] of our senior managers have progressed through the organisation from junior roles, demonstrating that we have successfully created an environment which promotes retention and progression.

Quality work: We are committed to the five foundational principles set out in the Good Work Plan: satisfaction, fair pay, participation and progression, well-being, safety and security, voice and autonomy. As an Employee-Ownership Trust, employees' interests are strongly represented within our governance structure through three Employee Trustees and an Employee Council. Our commitment to the wellbeing of staff is demonstrated through our Mental Health and Wellbeing Policy, supported by an Employee Wellbeing Champion, trained Mental Health First Aiders (MHFAs), training in workplace mental health for line managers, and an Employee Assistance Programme (EAP). We are a certified Living Wage Employer and working towards achieving the Good Business Charter. We will promote these principles in our supply chain by embedding them in our procurement process and publishing our own commitments.

Equality and accessibility: [redacted] will enable us to track trends in workforce progression and representation in each year of the contract. This data will be [redacted]. We will continue to improve equality and transparency in recruitment, promotion, pay and reward processes by delivering manager training on EDI; undertaking diversity monitoring at each stage of recruitment and employee lifecycle; and conducting regular equal pay audits. We will promote an inclusive workforce and working environment by:

- Actively promoting flexible working for roles at all levels, from day one, particularly in terms of working hours and location, ensuring this is clear in any job advertisements and for existing staff where the job tasks permit.
- Reviewing all roles to establish (with agreement from the Authority as relevant) where degree requirements can be expanded to include other professional,

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vocational, and experience-based criteria, thereby removing potential barriers for recruitment and in-work progression.

- Using structured and skill-based recruitment and assessment activities to ensure our approach is supportive and inclusive of all candidates, especially those with protected characteristics.
- Sharing interview questions in advance to support colleagues and candidates who are neurodivergent and provide a level playing field.

Opportunities for those who face barriers to employment: We will sign up to the Disability Confident Employer Scheme to actively improve our recruitment, retention and development of disabled people. All managers will receive training on managing and developing those with a disability or health condition, and mental health awareness.

We will contact local training providers [redacted] to understand requirements for Assisted Internships for young people with an Education, Health and Care Plan (EHCP) and determine whether we would be a suitable employer and offer appropriate roles. We will offer a placement under the [redacted] to provide work experience to people aged over 50.

Action	**Timeframe**
Sign up to the Disability Confident Employer Scheme	[redacted]
Formally commit to the Mental Health at Work framework	[redacted]
Fully implement the six standards	[redacted]
Complete skills audit and training needs analysis	[redacted]
Gather baseline staff demographic data to enable monitoring and improvement of recruitment, retention and development	[redacted]
Identify relevant recognised qualifications to address skills gaps and training needs – to be reviewed bi-annually	[redacted]
Set specific diversity targets for representation, retention and progression based on baseline data and benchmarking	[redacted]

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Initial enhanced management training completed to strengthen inclusive hiring practices, management and development	[redacted]
Review and update of [redacted]	[redacted]
Initial engagement with local providers on T Level placements and apprenticeships	[redacted]
Commence [redacted] apprenticeship in relation to the contract	[redacted]
Offer first T Level placements	[redacted]

KPI 6: Number of recognised qualifications obtained by contract staff

Qualifications will be recorded at enrolment, with records regularly updated to show progress and completion. This will be monitored and reviewed quarterly by the HR team. Qualifications obtained will be reported [redacted] to the Authority.

- Number of apprenticeships delivered, by level and field
- Number of T Level placements provided, by subject
- Number of placements / work experience opportunities provided
- Number of people-hours of other training and development activities (e.g. work shadowing, mentoring, CPD).

This data will be recorded [redacted], monitored on a [redacted]. Where appropriate, it will be disaggregated by gender, age, disability and ethnicity, as well as by department, role / seniority and tenure, to monitor equitable access to training opportunities.

Additional reporting: In addition to KPI 6, we will measure:

- Proportion of contract staff with positive perceptions of engagement, learning and development, diversity, and well-being
- Staff / participant satisfaction with training and development opportunities, including accessibility.

This data will be gathered through an annual [redacted]. Training and development will be a standing item on the agenda of the [redacted]

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[redacted]. This will enable the sharing of feedback from staff in relation to the quality, relevance and accessibility of specific training and development opportunities, to inform future provision.

NB: Questions 7a, 7b, 7c and 7d are excluded as they do not apply to this contract

Technical Envelope Question 8 Response Document

IMPORTANT INFORMATION:

- All defined terms in these questions are as defined (and used) in the Contract (including the ITT).
- Please provide an answer for each question explicitly.
- References to answers in other questions/sections will not be considered.
- Evaluators will not consider previous knowledge of your organisation therefore please provide clear evidence and examples of your skills and experience.
- Please only upload the information requested and where directed to do so. Any additional documentation will not be evaluated.
- Please ensure you use the following formatting; font size Arial 12, default (one inch) margins and 1.5 line spacing.
- Please note there are three types of questions;
    - Common Questions: These constitute 50% of the total evaluation score. There are five common quality questions applicable to both contracts.
    - Social Value Questions: There is one specific social value question for DfE contributing 5% to the evaluation score. for the Social Value question for HO is divided into four parts, each contributing 1.25% to the evaluation score for that question. Note that the commitments made in a Bidder's response, including any proposed KPIs, will only apply to the Contract to which the question relates (e.g. a Bidder's response to the DfE Social Value question will only apply to and be incorporated into the DfE Contract if the Bidder is successful).
    - Department-Specific Questions: Each Authority (DfE and HO) has two questions which are specific to that department, contributing a total of 20% to the overall evaluation score. Responses to these Authority-specific questions will be scored in accordance with the evaluation criteria set out in the ITT.
- When formulating your answer, please ensure you refer to the relevant Services Description, to the extent required to answer the question.

Please enter the name of the organisation completing this questionnaire in the space below:
Ecctis

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Question Number	Question Type	% after Weighting	Minimum Threshold	Max Word/ Page Count
8	DfE (Representation)	3.75	3	1200 3 x A4
Question Theme: DfE Representation.				
Question: Outline your approach to effectively provide technical advisory input into policy development and representing the UK ENIC service both domestically and internationally.				
Look Fors: You should demonstrate how you will: • Provide technical advisory input into the development and proposed implementation of public policy in this context. • Provide technical advisory input into to the future development and proposed implementation of public policy. • Maintain the current high international regard for the current UK ENIC service in this area, and how you would improve on that. • Work effectively with Government Departments and/or public bodies. • Manage and respond to other requirements from other Government Departments. • Help the DfE provide training services and events. • How you will deliver representative activities to benefit the delivery of the UK ENIC service.				

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This answer outlines how we will 1) provide technical advice and input into current and future policy developments for the DfE and other HMG Departments; 2) continue to represent UK ENIC to the highest standards, nationally and internationally, building on our excellent reputation; 3) deliver high quality training and events. We will highlight where our expertise is unmatched, identify policy areas into which we offer strong input, including representation work, and use our track record for examples. This answer is based on a provisional understanding of what representation activities the DfE would expect to be conducted, however, key to our proposal is that the scope and definition of this is constantly under collaborative review. This will ensure that our representation work consistently adapts to align to the DfE's priorities.

Technical advisory input into policy development: We will deliver policy advice (DfE Schedule 2, Annex 5) to support HMG Departments, Devolved Governments and public bodies. To build on our current excellent reputation and high regard for UK ENIC, we will set up a dedicated policy and technical advisory unit. We will develop and agree its overall strategy and annual plan, and identify effective ways of working with the DfE to ensure the unit is fully utilised and aligned with the strategic priorities of HMG and the Devolved Governments. We will agree tangible outcomes and be proactive in supporting and informing public policy development and implementation in relation to the recognition of qualifications and associated public policy.

We will work collaboratively with the DfE to agree the strategy for the Policy Unit based on the priorities for the Department. An annual strategic plan will align UK ENIC activities with the strategic needs of the DfE, other HMG Departments and the Devolved Governments. This will inform the stakeholder engagement and representation strategy, leading to a calendar of deliverables and activities, including the monthly newsletter. The plan will cover relevant public policy themes such as: trade barriers, recognition issues, immigration, skills and employment, international student recruitment, refugee support and integration, international education strategy support, and UK education. [redacted]

For example, the UK International Education Strategy targets increasing international student numbers in the UK and growing the export of UK education. We can support this by 1) identifying barriers to recognition and trade and resolving them through mutual recognition agreements; 2) promoting UK transnational education (TNE) activity; 3) horizon scanning for trends in international inbound and outbound education activities; 4) active engagement through UK ENIC representation. We hold a key technical role in the UK delegation to the Global Recognition

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Convention (GRC) Bureau, which facilitates TNE recognition. We also apply our knowledge to promote UK TNE activity, in collaboration with key bodies such as [redacted]. We will continue to be a thought leader and research innovator in this field, using [redacted] to find every opportunity to link our cutting-edge expertise to HMG priorities.

Collaboration with the DfE will be supported by a [redacted] authored by [redacted], based on data analysis and horizon scanning. Issues, such as potential mutual recognition of qualifications (MRQ) trade barriers, will be identified through this report, to enable the Authority to make informed decisions. We will produce technical briefings and SWOT analyses to provide input into policy development. We will be available to support HMG on trade missions and receiving international delegations where our technical expertise would promote engagement and support UK interests.

Representational activities: Ecctis has represented UK ENIC for 27 years; colleagues have interacted at all levels with the public sector and in national and international activities. We will continue to be the main point of contact for queries regarding UK qualifications, advocating for the UK system and providing clarifications. We have deep knowledge of recognition and qualifications and strong engagement experience. Through a close, collaborative working arrangement with the Authority, we will deliver and support representation of the UK as a whole and of the interests of the Devolved Nations. We will continue to collaborate with the Authority on our work within the GRC networks, providing the technical insight necessary to ensure the views and interests of the UK are represented.

Within the ENIC-NARIC network, we have developed longstanding connections, demonstrating the value of UK insight and influence. We have chaired the ENIC-NARIC Bureau and Lisbon Recognition Convention Committee (LRCC). We will maintain active engagement in these forums, further strengthening the current high regard for the expertise of UK ENIC. We will continue to provide DfE with our technical expertise on the Bologna Process, advising on its impact and benefits to the UK.

UK ENIC representative activities benefit the delivery of the service, as our engagement consolidates our understanding of the international policy context, recognition issues and best practice. This drives continuous improvement of the service in response to current challenges and emerging needs. We will ensure our participation positions the UK ENIC voice as central to

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key discussions, and reinforces our strong international reputation as a leader in the field of qualification recognition.

International Agreements: We are well-placed to support bilateral trade opportunities and will use our knowledge of international education to support HMG with its priority countries. In 2023, we facilitated a [redacted] to forge closer collaboration within the context of the GRC. Previously, we have supported HMG in successful UK bilateral discussions with [redacted], to facilitate qualification recognition; each mutual recognition agreement became enacted through Parliament. We provided extensive support to HMG on the implications of Brexit on the recognition of UK and overseas qualifications, applying our knowledge of various recognition arrangements to assess different scenarios. In 2023, [redacted]. Our experience of leading technical discussions is extensive, and we will continue to enhance this work.

Training and Events: We will use our technical knowledge and understanding of the strategic context to: 1) deliver training to the DfE, the Devolved Administrations and other stakeholders as required; 2) deliver training to subscribers; 3) shape the themes and sessions for the annual UK ENIC conference and ENIC North, and target appropriate speakers and exhibitors. We have a strong track record of delivering valued training and events. The quality of these is reflected in delegate feedback. [redacted] of delegates reported they were satisfied or very satisfied with ENIC North and the UK ENIC conference in 2023. [redacted] of those who attended training in 2023 indicated that they would attend another Ecctis training session in future.

Technical Envelope Question 9 Response Document

IMPORTANT INFORMATION:

- All defined terms in these questions are as defined (and used) in the Contract (including the ITT).
- Please provide an answer for each question explicitly.
- References to answers in other questions/sections will not be considered.
- Evaluators will not consider previous knowledge of your organisation therefore please provide clear evidence and examples of your skills and experience.
- Please only upload the information requested and where directed to do so. Any additional documentation will not be evaluated.
- Please ensure you use the following formatting; font size Arial 12, default (one inch) margins and 1.5 line spacing.
- Please note there are three types of questions;

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- **Common Questions:** These constitute 50% of the total evaluation score. There are five common quality questions applicable to both contracts.
- **Social Value Questions:** There is one specific social value question for DfE contributing 5% to the evaluation score. for the Social Value question for HO is divided into four parts, each contributing 1.25% to the evaluation score for that question. Note that the commitments made in a Bidder's response, including any proposed KPIs, will only apply to the Contract to which the question relates (e.g. a Bidder's response to the DfE Social Value question will only apply to and be incorporated into the DfE Contract if the Bidder is successful).
- **Department-Specific Questions:** Each Authority (DfE and HO) has two questions which are specific to that department, contributing a total of 20% to the overall evaluation score. Responses to these Authority-specific questions will be scored in accordance with the evaluation criteria set out in the ITT.

- When formulating your answer, please ensure you refer to the relevant Services Description, to the extent required to answer the question.

Please enter the name of the organisation completing this questionnaire in the space below:
Ecctis

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Question Number	Question Type	% after Weighting	Minimum Threshold	Max Word/ Page Count
9	DfE (Service Delivery)	6.25	3	1200 3 x A4
Question Theme: DfE Service Delivery.				
Question: Outline your approach to service delivery, including initial creation of the UK ENIC Portal and the UK ENIC Database, their ongoing maintenance and how you would use these resources to help you to deliver both the operational Services set out in Part B of the Services Description and any adjacent services as set out in Part C of the Services Description.				
Look Fors: You should demonstrate how you would: • Create the UK ENIC Portal and the UK ENIC Database that sits within it. • Operate and manage the current database service that is offered to corporate customers. • Provide Statements of Comparability • Provide general information services • Provide a Bundle Scheme • Provide a Subscription Scheme • Deliver an individual assessment service of Early Years Qualifications achieved in England and overseas. • Deliver a verification service that can check the authenticity and accuracy of overseas trained teachers' qualifications for the Teacher Regulation Authority • Assure the delivery of the translation services. • Define and collect data for KPIs 1, 4 and 5 in relation to the UK ENIC Services. • Define and collect data for KPI 3 in relation to the Early Years Services.				

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We have a strong track record of delivering all UK ENIC services to a very high standard through our customer-centric and expertise-led approach. We will continue to adapt to the changing needs of our customers, and the specification requirements, to deliver value for individuals, the education sector and the UK as a whole.

[redacted], we will build upon our well-established, user-friendly application and data management infrastructure to fulfil the new operational and accessibility requirements for the **UK ENIC Portal and Database.** Our software development approach uses [redacted] to enable us to rapidly adapt to evolving business requirements and security landscapes. Our in-house IT development team will enhance our existing application portal to integrate the Authority Merchant Acquiring Solution and develop a live reporting dashboard. Customer feedback on our current systems shows they are reliable and easy to navigate ([redacted] for all portal and website satisfaction metrics). The same customer-focused approach will inform the design and development of an updated system.

An annual, rolling review of the **UK ENIC Database** and responsive updates will ensure information accuracy. [redacted]. We will use [redacted] to enhance efficiency. All updates to the Database will be subject to a [redacted] prior to publication. Under the current service, this approach has resulted in high satisfaction and renewal rates among subscribers.

The complexity and breadth of the **Statement of Comparability and UK Qualification Reference Statement** services require expert-led delivery. Applications will be assigned to an evaluator trained on the country education system and qualification type, to check documents submitted for eligibility and comparability. Fraud checks will also be completed, with complex cases referred to our [redacted]. Qualifications not previously assessed will be researched and evaluated in line with the comparability methodology and evaluation criteria. All new qualification evaluations will be [redacted]. Where documents are incomplete due to the applicant being a displaced person, cases will be referred to our [redacted] who will carry out specialist checks.

Our language and country experts will deliver a **Translation Waiver Service** to meet at least the minimum requirements of the core United Nations designated languages, free of charge. We will provide coverage for other nominated languages, offering a cost-effective alternative and waiving the need for certified translations for certain customers. Our in-house skills include individual expertise in [redacted] languages.

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We will expertly deliver **general information services** for individuals, institutions and government bodies. Our website will provide information on the UK education system and signposting to other relevant sources, such as the ENIC-NARIC network and UK government webpages. Our UK-based Contact Centre will advise individuals on our services and their rights regarding recognition. We will have a dedicated inbox for enquiries from other recognition centres and government bodies.

A **corporate bundle scheme** will be offered for organisations wishing to apply for UK ENIC services for multiple qualification holders. Corporate clients will undergo a thorough screening and onboarding process. A dedicated team will be responsible for dealing with corporate client applications. [redacted]

A **subscription service** will encompass five packages to provide Database access and support from our education experts. Dedicated account managers will build relationships with subscribers to help meet their specific needs. Enquiries will be allocated to the most appropriate specialist, based on country knowledge and language specialisms, for resolution within designated timeframes. We have a [redacted] record of delivering a high-quality subscriber service meeting all KPIs and achieved a subscriber renewal rate of over [redacted] in 2023.

We will deliver **training** on the use of the ENIC database as requested and agreed with the Authority ([redacted] of delegates would attend another Ecctis training [2023 data]) and continue to deliver both the Annual UK ENIC conference and ENIC North conference to the exceptional standards achieved to-date ([redacted] of delegates reported being satisfied or very satisfied in 2023).

The **Teacher Regulation Authority** will be able to submit overseas trained teachers' qualifications for authenticity and accuracy checks via a dedicated portal. Verification checks will be conducted by a trusted third-party supplier. Status updates will be shared for each stage and the final PDF verification report will be available for download. Support will be provided via monthly meetings and regular email contact.

Our approach to **delivery of the Early Years services** builds on over 20 years' experience and a track record of high customer satisfaction ([redacted] in 2023). For UK qualifications, evaluators will analyse them against the Early Years Qualification List and provide further guidance using their expertise. For overseas qualifications, expert evaluators will review documents and confirm the

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eligibility and level of the qualification, using the database and other resources. The syllabus will then be mapped against the Early Years Educator or Practitioner criteria to establish the percentage of criteria met. This established process will involve a detailed terminology match, drawing on our extensive experience of country-level variations.

ENIC: KPI 1 (Database Accuracy and Maintenance)

Data: We will record the number of changes to existing qualification comparisons within the Database which result from: reassessment requests; complaints; correspondence initiated by external stakeholders.

Method: [redacted]

Actions: Each instance of a required change will prompt a documented investigation, focused on causes and lessons learnt.

ENIC: KPI 4 & EYS: KPI 3 (Customer Satisfaction)

Data: Surveys ask customers to report their overall* satisfaction level.

Method: [redacted]

Actions: Lower satisfaction rates (and drops) will be investigated monthly; a documented response produced, with a focus on continuous improvement.

ENIC: KPI 5 (Subscribers Satisfaction)

Data: Surveys ask subscribers to report their overall* satisfaction level. Account Manager engagement gathers qualitative feedback for continuous improvement.

Method: [redacted]

Actions: Lower satisfaction rates will be investigated as soon as apparent. Account management will directly address any follow-up needed to feedback.

*Only *overall* satisfaction is used in the KPI, but more detail is gathered for wider continuous improvement.

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Schedule 9 – Commercially Sensitive Information

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Schedule 9 – Commercially Sensitive Information

1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below (please see the column "Duration of Confidentiality").

3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 19 (*Confidentiality*), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

Commercially Sensitive Information

No.	Commercially Sensitive Information	Harm that may result from disclosure	Period applicable to sensitivity
1.	[redacted]	[redacted]	[redacted]
2.	[redacted]	[redacted]	[redacted]
3.	[redacted]	[redacted]	[redacted]

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No.	Commercially Sensitive Information	Harm that may result from disclosure	Period applicable to sensitivity
		[redacted]	
4.	[redacted]	[redacted]	[redacted]
5.	[redacted]	[redacted]	[redacted]

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Schedule 10 – Notified Key Sub-Contractors

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Schedule 10 – Notified Key Sub-Contractors

1 In accordance with Clause 15.11 (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.

2 The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services.

Key Sub-contractor name and address (if not the same as the registered office)	**Registered office and company number**	**Related product/Service description**	**Key Sub-contract price expressed as a percentage of total projected Charges over the Term**	**Key role in delivery of the Services**	**Credit Rating Threshold**
Nil Key Sub-contractors					

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Schedule 11 – Third Party Contracts

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Schedule 11 – Third Party Contracts

1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.

2 The Supplier shall be entitled to update this Schedule in accordance with Clause 15.5 (*Appointment of Sub-contractors*).

Third party supplier name and address (if not the same as the registered office)	**Registered office and company number**	**Related product/service description**
Nil Third Party Contracts		

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Schedule 12 – Software

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Schedule 12 – Software

1 The Software

1.1 The Software is detailed below in accordance with Clause 16 (*Intellectual Property Rights*) and Schedule 32 (*Intellectual Property Rights*).

1.2 The Parties agree that they will update this Schedule regularly, and in any event no less than every 6 (six) Months from the Effective Date, to record any Supplier Software or Third Party Software used in the provision of the Services or in any Deliverable, or subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2 Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
[redacted]	[redacted]	A web-based user interface and database, used for processing DfE ENIC services, UKVN services, and other services not part of the ENIC 2024 tender.	N/A	N/A	N/A	Non-COTS	N/A
[redacted]	[redacted]	Portal to enable	N/A	N/A	N/A	Non-COTS	N/A

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Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
[redacted]		corporate customers to upload documentation.					
[redacted]	[redacted]	Portal to enable individual customers to register their application, upload documentation and receive updates and statements	N/A	N/A	N/A	Non-COTS	N/A
[redacted]	[redacted]	Software developed by Ecctis comprising an editorial system for the Ecctis website	N/A	N/A	N/A	Non-COTS	N/A
[redacted]	[redacted]	Management system for Ecctis' Membership Services	N/A	N/A	N/A	Non-COTS	N/A

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3 Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
[redacted]	[redacted]	A back-up solution for virtual servers and encrypted data and support.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Live chat facility for Applicants and member services. Applicants can use the live chat functionality on the Ecctis and/or UK ENIC websites.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Network security solution providing distributed denial of service protection and firewalls for web applications.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Provider of events management platform and Mobile App for corporate events and training, including webinars.	N/A	N/A	N/A	COTS	N/A

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Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
[redacted]	[redacted]	Supplier of ENIC.org.uk web domain	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Used to review and develop source code for all systems including BCRM, websites and subsets of websites.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	A Digital Signing Service used to create secure PDFs and digital signatures.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Integration software that acts as middleware.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Used to send out newsletters, marketing communications and surveys.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Cloud based solution to manage monitoring and configuration of	N/A	N/A	N/A	COTS	N/A

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Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
		routers and switches.					
[redacted]	[redacted]	Microsoft Licensing for full Microsoft suite of products, including Outlook, SharePoint, OneDrive etc.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Azure hosting and cloud solutions for BCRM, websites, portals, and databases.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Development Coding Platform	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Vulnerability scanning, including end-point vulnerability scanning.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Provides a secure upload facility and enables editing permissions to be set.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Open badge issuing platform	N/A	N/A	N/A	COTS	N/A

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Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
[redacted]	[redacted]	Sendgrid enables sending of certain emails from Ecctis systems including account password resets, and links to satisfaction surveys.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Satisfaction Survey system	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	A hosted IT Support ticketing System, as well as remote assistance functionality to support Ecctis staff	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Video conferencing service used for delivering virtual training booked through CVENT.	N/A	N/A	N/A	COTS	N/A
[redacted]	[redacted]	Provider of 3CX VOIP telephone system.	N/A	N/A	N/A	COTS	N/A

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Annex 1 – Form Of Confidentiality Undertaking

Confidentiality Agreement

Dated

Between

(1) **[insert** name] of **[insert** address] (the **Sub-licensee**); and

(2) **[insert** name] of **[insert** address] (the **Supplier** and together with the Supplier, the **Parties**).

Whereas

A **[insert** name of Authority] (the **Authority**) and the Supplier are party to a contract dated **[insert** date] (the **Contract**) for the provision by the Supplier of **[insert** brief description of services] to the Authority.

B The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the **Sub-licence**).

C It is a requirement of the Contract that, before the Authority grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

It is agreed as follows:

1 Interpretation

1.1 In this Agreement, unless the context otherwise requires:

Confidential Information means:

(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Authority to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:

(i) the Supplier; or

(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;

(b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Authority pursuant to or in connection with the Sub-licence;

(c) other Information provided by the Authority pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and

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(d) Information derived from any of the above

but not including any Information that:

(e) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;

(f) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

was independently developed without access to the Information.

Information means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form).

Sub-licence has the meaning given to that expression in recital B to this Agreement.

1.2 In this Agreement:

(a) a reference to any gender includes a reference to other genders;

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

(c) the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;

(d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

(e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

(f) references to Clauses are to clauses of this Agreement.

2 Confidentiality Obligations

In consideration of the Authority entering into the Sub-licence, the Sub-licensee shall:

(a) treat all Confidential Information as secret and confidential;

(b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

(c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;

(d) not transfer any of the Confidential Information outside the United Kingdom;

(e) not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;

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(f) immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and

(g) upon the expiry or termination of the Sub-licence:

(i) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;

(ii) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and

(iii) make no further use of any Confidential Information.

3 Permitted Disclosures

3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

(a) reasonably need to receive the Confidential Information in connection with the Sub-licence; and

(b) have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and

(c) have agreed to terms similar to those in this Agreement.

3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.

3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:

(a) notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

(b) ask the court or other public body to treat the Confidential Information as confidential.

4 General

4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

(a) to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;

(b) to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

(c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.

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4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).

4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 Notices

5.1 Any notice to be given under this Agreement (each a **Notice**) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

(a) if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

(b) if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]
[Address]

Attention: [ ]

6 Governing law

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

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6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

In witness of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature: _____ Date:

Name: Position:

For and on behalf of [name of Sub-licensee]

Signature: _____ Date:

Name: Position:

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Schedule 13 – Implementation Plan

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Schedule 13 – Implementation Plan

1 Introduction

This Schedule:

(a) defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and

(b) identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

2 Outline Implementation Plan

2.1 The Outline Implementation Plan is set out in Annex A.

2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 29 (*Authority Cause*)).

3 Approval of the Detailed Implementation Plan

3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Authority for approval within 20 Working Days of the Effective Date.

3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:

(a) incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;

(b) includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:

(i) the completion of each design document;

(ii) the completion of the build phase;

(iii) the completion of any Testing to be undertaken in accordance with Schedule 14 (*Testing Procedures*); and

(iv) training and roll-out activities;

(c) clearly outlines all the steps required to implement the Milestones to be achieved in the next 15 months, together with a high level plan for the rest of the programme, in conformity with the Authority Requirements;

(d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and

(e) is produced using a software tool as specified, or agreed by the Authority.

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3.3 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1, the Authority shall have the right:

(a) to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:

(i) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;

(ii) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and

(iii) any other work in progress in relation to the Detailed Implementation Plan; and

(b) to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.

3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:

(a) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and

(b) notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than 20 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.

3.5 If the Authority rejects the draft Detailed Implementation Plan:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and

(b) the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3.6 If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.

4 Updates to And Maintenance of the Detailed Implementation Plan

4.1 Following the approval of the Detailed Implementation Plan by the Authority:

(a) the Supplier shall submit a revised Detailed Implementation Plan to the Authority within 15 days of the Effective Date, and within 15 days of every subsequent Milestone Date, unless otherwise requested by the Authority;

(b) without prejudice to Paragraph 4.1(a) above, the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to

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the Authority within 20 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

(c) any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and

(d) the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Service Management Board (as defined in Schedule 21 (*Governance*). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each meeting of the Service Management Board.

4.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:

(a) any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and

(b) in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 29 (*Authority Cause*).

4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

5 Government Reviews

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

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Annex A – Outline Implementation Plan

Note: The Supplier's Deliverables and timeframes are based on the agreed approach that the Authority and the Supplier will work constructively and collaboratively together, and that the Authority will make available, as reasonably requested, appropriate personnel including technical and policy colleagues to enable the Supplier to clarify the Authorities requirements and deliver the Deliverables.

Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date	ATP/CPP
1 - Design	Deliverables: • Specification for UK ENIC Portal Supporting tasks: • Hold requirements gathering meeting(s) with the Authority for the UK ENIC Portal and the Reporting Dashboard including to agree the Authority's approach and requirements for the Authority's testing. • Undertake accessibility review of existing UK ENIC Portal - if applicable post task (a). • Consult user focus groups • Develop specifications for the UK ENIC Portal and the Reporting Dashboard. • Hold specification finalisation meeting with the Authority	10	[redacted]	ATP
2 - Testing and audit (phase 1)	Deliverables: • Issues log / tester feedback • Change log subject to the Authority having issued a Milestone Achievement Certificate for the previous Milestone.	25	[redacted]	ATP

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date	ATP/CPP
	Supporting tasks: • Engage with the Authority to determine Authority requirements for Authority Merchant Acquiring Solution and, subject to receiving input from the Authority on how refunds to service users will be processed and agreeing how it will integrate into the service user journey. • Subject to the Authority having approved the final specification for the UK ENIC Portal, commence development for UK ENIC Portal. • Subject to the Authority having approved the final specification for the Reporting Dashboard, commence development of the Reporting Dashboard. • Supplier Testing of the UK ENIC Portal and Reporting Dashboard			
3 – Testing and audit (phase 2)	Deliverables: • Test Certificate issued by the Authority regarding UK ENIC Portal and Reporting Dashboard • Accessibility Certification for the UK ENIC Portal • Authority Merchant Acquiring Solution implemented • Functional version of UK ENIC Portal • Cyber Essentials Plus Certification. subject to the Authority having issued a Milestone Achievement Certificate for the previous Milestones.	20	[redacted]	ATP

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date	ATP/CPP
	Supporting tasks: • Accessibility audit of UK ENIC Portal completed • Authority Testing of the UK ENIC Portal and Reporting Dashboard. • Modifications (if required as part of Testing) • Cyber Essentials Plus technical test carried out.			
4 – Finalisation and Go Live Readiness Milestone	Deliverables: • Testing certification • Finalised version of UK ENIC Portal, and Reporting Dashboard ready to go live, subject to the Authority having issued a Milestone Achievement Certificate for the previous Milestones. Supporting tasks: • Final modifications made to the UK ENIC Portal, where required. • Supplier and/or Authority retesting undertaken where required. • Achievement of all preceding Milestones. • Fulfillment of the Test Success Criteria for all Tests related to the Milestone, in accordance with Schedule 14 (Testing Procedures).	10	[redacted]	ATP

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Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date	ATP/CPP
	• Authority sign off that the Operational Services as described in Schedule 2 (Service Description) are ready to go live in an operational environment, including the Supplier is ready for full deployment of the UK ENIC Data Management System and the Comparability Methodology.			
5 – Operational Services Commencement Date	Deliverables: • Go-live of Operational Services. • Full deployment of the UK ENIC Data Management System and the Comparability Methodology.	N/A	[redacted]	CPP

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Schedule 14 – Testing Procedures

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Schedule 14 – Testing Procedures

1 Definitions

In this Schedule, the following definitions shall apply:

Component means any constituent parts of the infrastructure for a Service, hardware or Software.

Material Test Issue means a Test Issue of Severity Level 1 or Severity Level 2.

Severity Level means the level of severity of a Test Issue, the criteria for which are described in Annex 1.

Test Certificate means a certificate materially in the form of the document contained in Annex 2 issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria.

Test Issue means any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria).

Test Issue Threshold means in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan.

Test Issue Management Log means a log for the recording of Test Issues as described further in Paragraph 9.1.

Test Plan means a plan:

(a) for the Testing of Deliverables; and

(b) setting out other agreed criteria related to the achievement of Milestones,

as described further in Paragraph 5.

Test Reports means the reports to be produced by the Supplier setting out the results of Tests.

Test Specification means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7.

Test Strategy means a strategy for the conduct of Testing as described further in Paragraph 4.

Test Success Criteria means in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6.

Test Witness means any person appointed by the Authority pursuant to Paragraph 10.1.

Testing Procedures means the applicable testing procedures and Test Success Criteria set out in this Schedule.

2 Risk

2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

(a) operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable or Milestone; or

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(b) affect the Authority's right subsequently to reject:

(i) all or any element of the Deliverables to which a Test Certificate relates; or

(ii) any Milestone to which the Milestone Achievement Certificate relates.

2.2 Notwithstanding the issuing of any Milestone Achievement Certificate (including the Milestone Achievement Certificate in respect of Authority to Proceed), the Supplier shall remain solely responsible for ensuring that:

(a) the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Authority Requirements;

(b) the Services are implemented in accordance with this Contract; and

(c) each Target Performance Level is met from the relevant Operational Service Commencement Date.

3 Testing Overview

3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.

3.2 The Supplier shall not submit any Deliverable for Testing:

(a) unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

(b) until the Authority has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and

(c) until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

3.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

3.4 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3.5 Any Disputes between the Authority and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

4 Test Strategy

4.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Effective Date but in any case no later than 20 Working Days (or such other period as the Parties may agree in writing) after the Effective Date.

4.2 The final Test Strategy shall include:

(a) an overview of how Testing will be conducted in accordance with the Implementation Plan;

(b) the process to be used to capture and record Test results and the categorisation of Test Issues;

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(c) the method for mapping the expected Test results to the Test Success Criteria;

(d) the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;

(e) the procedure to be followed to sign off each Test;

(f) the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;

(g) the names and contact details of the Authority's and the Supplier's Test representatives;

(h) a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;

(i) the technical environments required to support the Tests; and

(j) the procedure for managing the configuration of the Test environments.

5 Test Plans

5.1 The Supplier shall develop Test Plans and submit these for the approval of the Authority as soon as practicable but in any case no later than 20 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan).

5.2 Each Test Plan shall include as a minimum:

(a) the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being tested and, for each Test, the specific Test Success Criteria to be satisfied;

(b) a detailed procedure for the Tests to be carried out, including:

(i) the timetable for the Tests, including start and end dates;

(ii) the Testing mechanism;

(iii) dates and methods by which the Authority can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;

(iv) the mechanism for ensuring the quality, completeness and relevance of the Tests;

(v) the format and an example of Test progress reports and the process with which the Authority accesses daily Test schedules;

(vi) the process which the Authority will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;

(vii) the Test Schedule;

(viii) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and

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(c) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

5.3 The Authority shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Authority in the Test Plans.

6 Test Success Criteria

The Test Success Criteria for:

(a) each Test that must be Achieved for the Supplier to Achieve either the ATP Milestone or a CPP Milestone are set out in Annex 4; and

(b) all other Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

7 Test Specification

7.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).

7.2 Each Test Specification shall include as a minimum:

(a) the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;

(b) a plan to make the resources available for Testing;

(c) Test scripts;

(d) Test pre-requisites and the mechanism for measuring them; and

(e) expected Test results, including:

(i) a mechanism to be used to capture and record Test results; and

(ii) a method to process the Test results to establish their content.

8 Testing

8.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

8.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 10.

8.3 The Supplier shall notify the Authority at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.

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8.4 The Authority may raise and close Test Issues during the Test witnessing process.

8.5 The Supplier shall provide to the Authority in relation to each Test:

(a) a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and

(b) the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.

8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

(a) an overview of the Testing conducted;

(b) identification of the relevant Test Success Criteria that have been satisfied;

(c) identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;

(d) the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

(e) the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 9.1; and

(f) the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

9 Test Issues

9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

9.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority upon request.

9.3 The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

10 Test Witnessing

10.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

10.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

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10.3 The Test Witnesses:

(a) shall actively review the Test documentation;

(b) will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

(c) shall not be involved in the execution of any Test;

(d) shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

(e) may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;

(f) may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

(g) may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11 Test Quality Audit

11.1 Without prejudice to its rights pursuant to Clause 12.2(b) (*Records, Reports, Audits & Open Book Data*), the Authority may perform on-going quality audits in respect of any part of the Testing (each a **Testing Quality Audit**) subject to the provisions set out in the agreed Quality Plan.

11.2 The focus of the Testing Quality Audits shall be on:

(a) adherence to an agreed methodology;

(b) adherence to the agreed Testing process;

(c) adherence to the Quality Plan;

(d) review of status and key development issues; and

(e) identification of key risk areas.

11.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

11.4 The Authority will give the Supplier at least 5 Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Authority will materially and adversely impact the Implementation Plan.

11.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule, the Authority witnessing Tests and demonstrations of the Deliverables to the Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Authority on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable

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necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.

11.6 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority shall:

(a) discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and

(b) subsequently prepare a written report for the Supplier detailing its concerns,

and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.

11.7 In the event of an inadequate response to the Authority's report from the Supplier, the Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

12 Outcome of Testing

12.1 The Authority shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and:

(a) the Authority may issue a Test Certificate conditional upon the remediation of the Test Issues;

(b) where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Authority may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

(c) where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Authority's other rights and remedies, such failure shall constitute a Notifiable Default for the purposes of Clause 25.1 (*Rectification Plan Process*).

12.3 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

13 Issue of Milestone Achievement Certificate

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

(a) the issuing by the Authority of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

(b) performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the

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submission of a Deliverable that is not due to be Tested, such as the production of Documentation).

13.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 15 (*Charges and Invoicing*).

13.3 If a Milestone is not Achieved, the Authority shall promptly issue a report to the Supplier setting out:

(a) the applicable Test Issues ; and

(b) any other reasons for the relevant Milestone not being Achieved.

13.4 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Authority shall issue a Milestone Achievement Certificate.

13.5 Without prejudice to the Authority's other remedies the following shall constitute a Notifiable Default for the purposes of Clause 25.1 (*Rectification Plan Process*) and the Authority shall refuse to issue a Milestone Achievement Certificate where:

(a) there is one or more Material Test Issue(s); or

(b) the information required under Schedule 24 (*Reports and Records Provisions*) has not been uploaded to the Virtual Library in accordance with Paragraph 3 of that Schedule.

13.6 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

(a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Authority within 10 Working Days of receipt of the Authority's report pursuant to Paragraph 13.3); and

(b) where the Authority issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

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Annex 1 – Test Issues – Severity Levels

1 Severity Levels

1.1 **Severity Level 1 Test Issue:** a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;

1.2 **Severity Level 2 Test Issue:** a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:

(a) causes a Component to become unusable;

(b) causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

(c) has an adverse impact on any other Component(s) or any other area of the Services;

1.3 Severity Level 3 Test Issue: a Test Issue which:

(a) causes a Component to become unusable;

(b) causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

(c) has an impact on any other Component(s) or any other area of the Services;

but for which, as reasonably determined by the Authority, there is a practicable workaround available;

1.4 **Severity Level 4 Test Issue:** a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Services; and

1.5 **Severity Level 5 Test Issue:** a Test Issue that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Services.

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Annex 2 – Test Certificate

To: [Name of Supplier]

From: [Name of Authority]

[Date]

Dear Sirs,

TEST CERTIFICATE

Deliverables: **[insert** description of Deliverables]

We refer to the agreement (the **Contract**) relating to the provision of the Services between the [name of Authority] (the **Authority**) and [name of Supplier] (the **Supplier**) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) or Schedule 14 (*Testing Procedures*) of the Contract.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued pursuant to 12.1 of Schedule 14 (*Testing Procedures*) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [name of Authority]

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Annex 3 – Milestone Achievement Certificate

To: [Name of Supplier]

From: [Name of Authority]

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: **[insert** description of Milestone]

We refer to the agreement (the **Contract**) relating to the provision of the Services between the [name of Authority] (the **Authority**) and [name of Supplier] (the **Supplier**) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) or Schedule 14 (*Testing Procedures*) of the Contract.

[We confirm that all the Deliverables relating to Milestone [**number**] have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

OR

[This Milestone Achievement Certificate is granted pursuant to 13.1 of Schedule 14 (*Testing Procedures*) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 15 (*Charges and Invoicing*)]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [Authority]

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Annex 4 – Test Success Criteria

1 Tests to be Achieved in order to Achieve the ATP Milestones

[Note : the bidder supplied a draft of this annex as part of their bid. This is to be reviewed and agreed with the Buyer following contract award.]

Test	Pre-conditions*	Test Success Criteria

2 Tests to be Achieved in order to Achieve a CPP Milestone

CPP Milestone Charge No.	Test	Test Success Criteria

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Schedule 15 – Charges and Invoicing

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Schedule 15 – Charges and Invoicing

1 Definitions

In this Schedule, the following definitions shall apply:

Achieved Profit Margin means the cumulative Supplier Profit Margin calculated from (and including) the Effective Date to (and including) the last day of the previous Contract Year.

Anticipated Contract Life Profit Margin means the anticipated Supplier Profit Margin over the Term as reflected in the Financial Model.

Certificate of Costs means a certificate of costs signed by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant certificate) and substantially in the format set out in Annex 2.

Costs means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:

(a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Work Day, of engaging the Supplier Personnel, including:

  (i) base salary paid to the Supplier Personnel;

  (ii) employer's national insurance contributions;

  (iii) Employer Pension Contributions;

  (iv) car allowances;

  (v) any other contractual employment benefits;

  (vi) staff training;

  (vii) work place accommodation;

  (viii) work place IT equipment and tools reasonably necessary to perform the Services (but not including items included within limb (b) below); and

  (ix) reasonable recruitment costs, as agreed with the Authority;

(b) costs incurred in respect of those Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Assets by the Supplier to the Authority or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Assets;

(c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;

(d) Forecast Contingency Costs;

(e) Reimbursable Expenses to the extent these are incurred in delivering any Services where the Charges for those Services are to be calculated on a Fixed Price or Firm Price pricing mechanism;

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but excluding:

(i) Overhead;

(ii) financing or similar costs;

(iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise;

(iv) taxation;

(v) fines and penalties;

(vi) amounts payable under Schedule 17 (*Benchmarking*); and

(vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions).

The Employer Pension Contributions means:

(a) in respect of CSPS Eligible Employees those sums set out at Clauses 7.1.1 (*annual administration charges covering core services*), 7.1.5 (*employer contributions*), 7.1.7 (*the ASLC*) and 7.1.8 (*flat charges applicable to the Partnership Pension Account*) of the Admission Agreement;

(b) in respect of NHSPS Eligible Employees, the standard employer contribution rate applicable to NHS Pension Scheme employers during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the NHS Pension Scheme or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Authority);

(c) in respect of LGPS Eligible Employees the standard employer contribution rate applicable to LGPS Eligible Employees during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS or in respect of any Beckmann Liabilities, unless otherwise agreed in writing by the Authority); and

(d) such other employer pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute 'Employer Pension Contributions'.

European Standard means in relation to an electronic invoice means the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

Forecast Contingency Costs means the costs which the Supplier forecasts may be incurred in relation to the risks and contingencies that are identified in the Risk Register, such costs being those set out in the column headed 'Forecast Contingency Costs' in the Risk Register (as such costs are updated from time to time).

Incurred Costs means, in relation to a Milestone, any amount that would fall within limbs (b) or (c) of the definition of Costs (but subject to exceptions (i) to (vii) in that definition), to the extent that such amount has been incurred in Achieving the relevant Milestone.

Indexation and **Index** means the adjustment of an amount or sum in accordance with Paragraph 5 of Part C.

Maximum Permitted Profit Margin means the Anticipated Contract Life Profit Margin plus 5%.

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Milestone Payment Cap means the cap on each Milestone specified in Table 1 of Annex 1.

Milestone Retention has the meaning given in Paragraph 1.5 of Part B.

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

Processed means applications for SOCs for which the applicable fee has been successfully paid to the Authority via the Payment Portal, excluding applications where the fee has been refunded to the Customer in accordance with their cancellation rights under the terms governing the payment.

Profit Share Assessment Point means the annual review of the Supplier's Achieved Profit Margin against the Anticipated Contract Life Profit Margin for the relevant Profit Share Period held as described in Paragraph 2.1(d) of Part D.

Profit Share Calculation has the meaning given to it in Paragraph 2.1(i) of Part D.

Profit Share Period means the period set out in Paragraph 2.1(f) of Part D.

Redundancy Costs means the following sums due to or in respect of a Redundant Employee:

(a) statutory redundancy pay;

(b) enhanced contractual redundancy pay;

(c) notice pay (whether worked or paid in lieu);

(d) any payment for accrued but untaken holidays;

(e) any associated pension, tax and national insurance contributions; and

(f) where Parties agree it is appropriate to do so (subject to the Authority's sole discretion), any reasonable legal fees incurred in connection with entering into a valid settlement agreement (including an agreed contribution towards the employee's legal fees).

Redundancy Costs Cap [redacted]

Redundancy Costs Evidence means written confirmation and evidence that the relevant Redundancy Costs were properly payable and have been paid to or in respect of the Redundant Employee(s).

Redundant Employee means any Transferring Former Supplier Employee who has volunteered, or been fairly selected following a reasonable redundancy process, for redundancy by the Supplier (or its Notified Sub-contractor) as a result of a redundancy situation arising in the Supplier's (or its Notified Sub-contractor's) workforce as a result of the Relevant Transfer of personnel to the Supplier (or its Notified Sub-contractor) on the commencement of the provision of the Services.

Relevant Period means the Implementation Services Commencement Date to the Operational Services Commencement Date.

Reimbursable Expenses means reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including:

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(a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and

(b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed.

SPPI Index means the administrative and support services and information and communication services strands of the wider Services Producer Price Index.

Supplier Profit means, in relation to a period or a Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone.

Supplier Profit Margin means, in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage.

Supplier Profit Share means the difference between the Achieved Profit Margin and the Anticipated Contract Life Profit Margin.

Supporting Documentation means sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts.

Work Day means 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day.

Work Hours means the hours spent by the Supplier Personnel properly working on the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Part A – Pricing

1 Time and Materials Milestone Payments

1.1 The Milestone Payments in respect of the Milestones set out in Table 1 of Annex 1 are to be calculated as the sum of:

(a) the Supplier's Incurred Costs for the Achievement of the relevant Milestone; and

(b) the Supplier's profit in respect of the Incurred Costs at the Anticipated Contract Lift Profit Margin,

up to the value of the Milestone Payment Cap for the relevant Milestone.

1.2 The Supplier shall be entitled to invoice the Milestone Payments, provided that the Supplier (or its Sub-contractor) shall:

(a) not be paid any Milestone Payments to the extent that they would otherwise exceed the Milestone Payment Cap unless the Supplier has obtained the Authority's prior written consent;

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(b) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner; and

(c) keep records of all the Incurred Costs, including hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and shall submit a summary of the relevant records with each invoice. If the Authority requests copies of such records, the Supplier shall make them available to the Authority within 10 Working Days of the Authority's request.

1.3 The Supplier shall not be entitled to Index the Milestone Payment Caps.

2 Fixed Price Service Charges

2.1 Where Table 2 of Annex 1 indicates that a Service Charge is to be calculated by reference to a Fixed Price pricing mechanism, the relevant Charge shall be the amount set out against that Charge in Table 2 of Annex 1.

2.2 Charges calculated by reference to a Fixed Price pricing mechanism shall be subject to adjustment by way of Indexation, in accordance with Paragraph 5.1 of Part C.

3 Volume Based Service Charges

3.1 Where Table 3 of Annex 1 indicates that a Service Charge is to be calculated by reference to a Volume Based pricing mechanism, the relevant Charges shall be calculated on the basis of the unit costs set out against that Service Charge in Table 3 of Annex 1.

3.2 In the event that the volume of any Services that are to be calculated by reference to a Volume Based pricing mechanism fall outside the relevant volume bands set out against that Service Charge in Table 3 of Annex 1, the relevant Service Charges shall be calculated in accordance with the Change Control Procedure and Paragraph 4 of Part C.

3.3 The Charge per unit set out in Table 3 of Annex 1 shall be subject to annual Indexation, in accordance with Paragraph 5.1 of Part C.

4 Reimbursable Expenses

4.1 Where the Authority so agrees in writing, the Supplier shall be entitled to be reimbursed by the Authority for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.

4.2 The Authority shall provide a copy of its current expenses policy to the Supplier upon request.

4.3 Except as expressly set out in Paragraph 4.1, the Charges shall include all costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Authority to the Supplier in respect of such performance, including in respect of matters such as:

(a) any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Personnel, including network or data interchange costs or other telecommunications charges; or

(b) any amount for any services provided or costs incurred by the Supplier prior to the Effective Date.

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Part B – Charging Mechanisms

1 Milestone Payments

1.1 Subject to the provisions of Paragraph 1 of Part C in relation to the deduction of Delay Payments, on the Achievement of a Milestone the Supplier shall be entitled to invoice the Authority for the Milestone Payment associated with that Milestone less the applicable Milestone Retention in accordance with this Part B.

1.2 Each invoice relating to a Milestone Payment shall be supported by:

(a) a Milestone Achievement Certificate; and

(b) a Certificate of Costs with Supporting Documentation.

1.3 Where a Milestone Payment relating to a single Milestone is to be calculated, then the following payment process shall apply:

(a) upon the issue of a Milestone Achievement Certificate for the Milestone, the Supplier may invoice the Authority in accordance with the figure set out in the "*Milestone Payment*" column of Table 1 of Annex 1 for the relevant Milestone, less the Milestone Retention; and

(b) no later than 60 Working Days after the invoice referred to in Paragraph 1.3(a) has been issued, the Supplier shall:

(i) submit to the Authority a report setting out the Incurred Costs and actual Milestone Payment for the Milestone; and

(ii) issue a Certificate of Costs with Supporting Documentation, which shall exclude any accruals, prepayments and provisions.

1.4 Following the issue of a Certificate of Costs in accordance with Paragraph 1.2(b), the Supplier shall not be entitled to invoice the Authority for any additional Charges relating to the Milestone save as provided in Paragraph 1.6.

1.5 The **Milestone Retention** for each Milestone shall be 5% of the Charges for that Milestone, prior to deduction from the Milestone Payment of any Delay Payment attributable to that Milestone.

Release of Milestone Retentions

1.6 On Achievement of a CPP Milestone relating to the Supplier Solution or one or more Services (as the case may be), the Supplier shall be entitled to invoice the Authority for an amount equal to all Milestone Retentions that relate to all preceding ATP Milestones identified in Schedule 13 (*Implementation Plan*) being payable in respect of Achievement of that CPP Milestone and have not been paid before such CPP Milestone.

2 Service Charges

2.1 Service Charges shall be invoiced by the Supplier for each Service Period in arrears in accordance with the requirements of Part E.

2.2 If a Service Charge is to be calculated by reference to a Fixed Price pricing mechanism and the relevant Service:

(a) commences on a day other than the first day of a month; and/or

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(b) ends on a day other than the last day of a month,

the Service Charge for the relevant Service Period shall be pro-rated based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month.

2.3 Any Service Credits that accrue during a Service Period shall be deducted from the Service Charges payable for the next following Service Period. An invoice for a Service Charge shall not be payable by the Authority unless all adjustments (including Service Credits) relating to the Service Charges for the immediately preceding Service Period have been agreed.

2.4 If the Supplier fails to Achieve the Go Live Readiness Milestone by the Milestone Date, the Service Charges for Early Years Services, as set out in Clause 2.6 below, and Service Charges for Teaching Regulation Agency Services, as set out in Clause 2.7 below, shall be suspended until the Go Live Readiness Milestone has been Achieved, and the Authority shall have no liability to pay these Service Charges for any month during which the Operational Services are not provided.

2.5 **Service Charges for UK ENIC Services**

2.5.1 40% of the Supplier's total cost for delivery of the Operational Services will be paid as a Service Charge.

2.5.2 The value of the Service Charge payment each month shall be calculated as follows:

$$\frac{(Total\ Cost\ of\ delivery\ x\ 40\%\ paid\ as\ Service\ Charge)}{Number\ of\ Contract\ Months\ excluding\ Implementation\ Period\ (55)}$$

2.6 **Services Charges for Early Years Services**

2.6.1 Early Years Services – UK assessments

(a) 100% of the Supplier's total cost for set up and delivery of the UK assessments for the Early Years Services will be paid as a Service Charge.

(b) The value of the Service Charge payment each month will be calculated as:

$$\frac{Total\ Cost\ of\ set\ up\ and\ delivery\ of\ Early\ Years\ Services-UK\ assessments}{Number\ of\ Contract\ Months\ including\ Implementation\ Period\ (60)}$$

2.6.2 Early Years Services – non-UK assessments

(a) 100% of the Supplier's total cost for set up and delivery of the non-UK assessments for the Early Years Services will be paid as a Service Charge.

(b) The value of the Service Charge payment each month will be calculated as:

$$\frac{Total\ Cost\ of\ set\ up\ and\ delivery\ of\ Early\ Years\ Services-non\ UK\ assessments}{Number\ of\ Contract\ Months\ including\ Implementation\ Period\ (60)}$$

2.7 **Service Charges for Teaching Regulation Agency Services**

2.7.1 100% of the Supplier's total cost for set up and delivery of the Teaching Reguation Agency Services will be paid as a Service Charge.

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2.7.2 The value of the Service Charge payment each month will be calculated as:

$$\frac{Total\ Cost\ of\ set\ up\ and\ delivery\ of\ Teaching\ Regulation\ Agency\ Services}{Number\ of\ Contract\ Months\ including\ Implementation\ Period\ (60)}$$

3 Optional Services

If the Authority gives notice pursuant to Clause 5.10 (*Optional Services*) that it requires the Supplier to provide any or all of the Optional Services, the Charges for the Optional Services will be agreed between the Parties in accordance with the Change Control Procedure.

4 Volume Payments for UK ENIC Service

4.1 60% of the Supplier's total cost for delivery of the Operational Services will be paid as Volume Payments.

4.2 The value of the unit price for each SOC Processed will be calculated as:

$$\frac{(Total\ Cost\ of\ Delivery\ x\ Proportion\ paid\ as\ Volume\ Payments)}{Total\ Forecasted\ Volume\ of\ SOCs\ Processed}$$

4.3 Volume payments will be paid in accordance with Part E, according to the total volume of Processed SOCs, including all Processed SOCs provided as part of the 24- hour or 48-hour fast track services (as set out in Paragraph 11.3 of Schedule 2 (*Specification*)), and the Translation Waiver Language services (as set out in Paragraph 11.8 of Schedule 2 (*Specification*)) Processed in the preceding month.

4.4 The lower and upper bounds of the volume of SOCs Processed in any one month shall be 2,000 and 3,001 SOCs, respectively

4.5 Where volumes exceed or do not meet the upper and lower bounds specified in Paragraph 4.4 above, the following provisions shall apply:

(a) if, in any one month the volume of requests falls below the lower bound of 2,000 then the volumetric unit price shall remain as set out in Table 5 of Annex 1;

(b) if, in any one month, the number of requests exceeds the upper bound of 3,001, then the volumetric unit price shall remain as set out in Table 5 of Annex 1; and

(c) if the volume of requests falls either below the lower bound of 2,000 or exceeds the upper bound of 3,001 for a period of three consecutive months, then either the Authority or the Supplier may:

(i) request a review of the volumetric unit price applicable to the volumes that are being demonstrated; and

(ii) agree to reset the volumetric Charges to better reflect the Supplier's current Cost base provided that this does not exceed the Anticipated Contract Life Profit Margin.

4.6 In order to inform the validation and any reset arising under Paragraph 4.5(c):

(a) the Supplier must provide a detailed calculation, together with supporting information, evidencing the monetary impact of changing volumes on its cost base. Such evidence shall include, inter alia, metrics on the number and type of staff employed supported by measure(s) of efficiency, and details of any other volume dependent operational costs. Such evidence shall be presented in the form of a simplified pricing schedule for convenient comparison to the pricing schedule submitted at the time of contract signature. A written explanation of the reasons for the assessment presented shall accompany the revised pricing schedule;

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(b) the Authority shall, within 10 Working Days, confirm in writing to the Supplier that it either agrees with or disputes the Supplier's assessment under limb (a) above. If the Authority disputes the assessment, then the Supplier shall provide the Authority with all necessary additional information to evidence its case;

(c) both Parties shall exercise reasonable endeavours to reach agreement, within a period of 20 Working Days from the Supplier's receipt of the Authority's response. If resolution is not achieved at the end of the period, then the case shall be referred to the Dispute Resolution Procedure; and

(d) if the Authority agrees with the Supplier's assessment, then the Supplier shall provide the Authority with a schedule of proposed revised Charges. The Authority shall, by return, provide written confirmation that it agrees with the schedule of proposed revised Charges.

4.7 Upon satisfaction of Paragraph 4.6(d), the schedule of proposed revised Charges shall then be implemented into this Contract without the Parties undergoing the Change Control Procedure.

4.8 For the avoidance of doubt:

(a) the volumetric payment mechanism set out in this Paragraph 4 shall not be used to correct any errors, omissions, over or under costings included in the Supplier's financial model provided at Contract signature. This Paragraph 4 shall only be used to recognise changes in Costs arising from actual volumes falling outside the bounds of the volumes forecast recognised at Contract signature; and

(b) the Fixed Service Charges set out in Paragraph 2 of Annex 1 shall not be subject to the volumetric payment mechanism set out in this Paragraph 4.

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Part C – Adjustments To The Charges And Risk Register

1 Delay Payments

1.1 If a Milestone has not been Achieved on or before the relevant Milestone Date, the Supplier shall pay a Delay Payment to the Authority in respect of that Milestone. Delay Payments shall be the greater of:

(a) the Anticipated Contract Life Profit Margin for the Implementation Period, as a proportion of total Implementation Services Costs;

(b) 10% of the total Charges payable in respect of the Milestones.

1.2 The Parties agree that Delay Payments calculated in accordance with Paragraph 1.1 are a genuine pre-estimate of the Losses which the Authority will incur as a result of any failure by the Supplier to Achieve the relevant Milestone by the Milestone Date. Delay Payments are stated exclusive of VAT.

1.3 Any amounts paid to the Authority pursuant to Paragraph 1.1 shall not be refundable to the Supplier in any circumstances.

1.4 The Delay Payment in respect of a Milestone (net of any payment made in respect of that Milestone pursuant to Paragraph 1.1) shall be shown as a deduction from the amount due from the Authority to the Supplier in the next invoice due to be issued by the Supplier after the date on which the relevant Milestone is Achieved. If the relevant Milestone is not Achieved and no invoice is due to be issued by the Supplier within 14 Working Days of expiry of the Milestone Date, then the Supplier shall within 14 Working Days of expiry of the Milestone Date:

(a) issue a credit note to the Authority in respect of the total amount of the Delay Payment in respect of the Milestone (net of any payment made in respect of the Milestone pursuant to Paragraph 1.1); and

(b) pay to the Authority as a debt a sum equal to the total amount of the Delay Payment in respect of the Milestone together with interest on such amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.

1.5 The Supplier shall, within 20 Working Days of being notified by the Authority that a Delay Payment is due, confirm in writing to the Authority that it either agrees with or disputes the Authority's calculation of the Delay Payment. If the Supplier disputes the Authority's calculation, then it shall provide the Authority with all necessary information to evidence its dispute.

1.6 Where a dispute arises in accordance with Paragraph 1.5, both Parties shall use their reasonable endeavours to agree a resolution, subject to the provisions of Schedule 21 (*Governance*). If such resolution is not achieved, then the dispute shall become a formal Dispute referred to the Dispute Resolution Procedure. Pending resolution of the Dispute, both Parties shall continue to use their reasonable endeavours to resolve the causes of, and mitigate the effects of, any additional costs incurred by the Authority.

1.7 Delay Payments shall not be the Authority's sole and exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date.

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2 Payments for Delays due to Authority Cause

2.1 If the Supplier is entitled in accordance with Clause 29.1(iii)(D) (*Authority Cause*) to compensation for failure to Achieve a Milestone by its Milestone Date, then, subject always to Clause 23 (*Limitations on Liability*), such compensation shall be determined in accordance with the following principles:

(a) the compensation shall reimburse the Supplier for additional Costs incurred by the Supplier that the Supplier:

(i) can demonstrate it has incurred solely and directly as a result of the Authority Cause; and

(ii) is, has been, or will be unable to mitigate, having complied with its obligations under Clause 29.1 (*Authority Cause*)

together with an amount equal to the Anticipated Contract Life Profit Margin thereon;

(b) the compensation shall not operate so as to put the Supplier in a better position than it would have been in but for the occurrence of the Authority Cause; and

(c) in relation to Milestone Payments, to the extent that the compensation agreed pursuant to this Paragraph 2 results in the Authority paying additional Charges for Incurred Costs which the Supplier demonstrates were required as a result of the Authority Cause, such additional Charges shall not contribute towards the Milestone Payment Cap for each Milestone.

2.2 The Supplier shall provide the Authority with any information the Authority may require in order to assess the validity of the Supplier's claim to compensation.

3 Service Credits

3.1 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of Schedule 3 (*Performance Levels*).

3.2 For each Service Period:

(a) the Service Points accrued shall be converted to a percentage deduction from the Service Charges for the relevant Service Period on the basis of one point equating to a 0.5% deduction in the Service Charges; and

(b) the total Service Credits applicable for the Service Period shall be calculated in accordance with the following formula:

$$SC = TSP \times x \times AC$$

where:

SC	is the total Service Credits for the relevant Service Period;
TSP	is the total Service Points that have accrued for the relevant Service Period;
X	is 0.5%; and
AC	is the total Services Charges payable for the relevant Service Period (prior to deduction of applicable Service Credits).

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3.3 The liability of the Supplier in respect of Service Credits shall be subject to Clause 23.4(c) (*Financial and other Limits*) provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued accrual of Service Points in excess of such financial limit in accordance with the provisions of Schedule 3 (*Performance Levels*).

3.4 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.

3.5 Service Credits shall be shown as a deduction from the amount due from the Authority to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.

4 Changes to Charges

4.1 Subject to Paragraphs 4.7 and 5.2, any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 22 (*Change Control Procedure*) and on the basis that the Supplier Profit Margin on such Charges shall:

(a) be no greater than that applying to Charges using the same pricing mechanism as at the Effective Date (as set out in the Contract Inception Report); and

(b) [in no event exceed the Maximum Permitted Profit Margin].

4.2 The Authority may request that any Impact Assessment presents Charges without Indexation for the purposes of comparison.

5 Indexation

5.1 The Charges set out in Paragraphs 2.2 and 3.3 of Part A shall be adjusted in accordance with the provisions of this Paragraph 5 to reflect the effects of inflation.

5.2 Any Changes to the Charges as a result of Indexation shall be calculated as follows:

Unit Price multiplied by % of Total Costs allocated to Staff Costs = Unit Price A

Unit Price A will then be uplifted by the difference between the current quarter and the mean average of the previous 4 quarters in the SPPI Index for: OUTPUT DOMESTIC - N Administrative and support services (SPPI-N) = Unit Price C

Unit Price multiplied by % of Total Costs allocated to Non-Staff Costs = Unit Price B

Unit Price B will then be uplifted by the difference between the current quarter and the mean average of the previous 4 quarters in the SPPI Index for: OUTPUT DOMESTIC - J Information and communication services (SPPI-J) = Unit Price D

The sum of the Unit Price C and Unit Price D will then be the new current unit price (Unit Price E)

Service Fee multiplied by % of Total Costs allocated to Staff Costs = Service Fee

Service Fee A will then be uplifted by the difference between the current quarter and the mean average of the previous 4 quarters in the SPPI Index for: OUTPUT DOMESTIC - N Administrative and support services (SPPI-N) = Service Fee C

Unit Price multiplied by % of Total Costs allocated to Non-Staff Costs = Service Fee B

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Service Fee B will then be uplifted by the difference between the current quarter and the mean average of the previous 4 quarters in the SPPI Index for: OUTPUT DOMESTIC - J Information and communication services (SPPI-J) = Service Fee D

The sum of the Service Fee C and Service Fee D will then be the new current Service Fee Payment (Service Fee E).

5.3 For the avoidance of doubt, the following costs, expenses, fees or charges included in the Charges shall not be subject to adjustment under this Paragraph 5 and shall not be included in the relevant amount or sum for the purposes of Paragraph 5.4:

(a) Any costs charged by the Supplier to the Authority in respect of Assets or Authority Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges; and

(b) Charges payable in respect of Achieved Milestones.

5.4 Notwithstanding any other provisions of this Schedule, amounts or sums in this Contract shall not be subject to Indexation during the first 2 years following the Operational Service Commencement Date (the **Non-Indexation Period**).

5.5 The Charges set out in Paragraph 5.1 will be indexed on the date which is one year after the end of the Non-Indexation Period to reflect the percentage change in the SPPI Index during that one year period immediately following the end of the Non-Indexation Period. Subsequent adjustments shall take place on each following yearly anniversary to reflect the percentage change in the price index since the previous change.

5.6 Except as set out in this Paragraph 5, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

5.7 Where the price index referred to in Paragraph 5.5:

(a) used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise; or

(b) is no longer published, the Buyer and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.

5.8 The relevant Charges will not be reduced as a result of the indexation mechanism in this Paragraph 5 from one Contract Year to the next. Therefore, if the Charges following provisional recalculation under Paragraph 5.2 for Contract Year n would be lower than the equivalent amount for Contract Year n-1, the relevant Charges from Contract Year n-1 will instead be carried over into Contract Year n, i.e. if the difference between the current quarter and the mean average of the previous 4 quarters in the relevant SPPI Index is less than 0% it will be deemed to be 0%.

5.9 Where, by operation of Paragraph 5.8, in Contract Year n the relevant Charges from Contract Year n-1 has been carried over into Contract Year n, when the indexation provisions are applied in Contract Year n+1, the value for the relevant Charge to which the indexation factor will be applied will be the value calculated for Contract Year n under Paragraph 5.2, prior to and ignoring the operation of Paragraph 5.8.

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5.10 Subject to this Paragraph 5, the Charges set out in Annex 1 shall apply throughout the Term, inclusive of any Extension Periods.

6 Prepaid Customer Charges Adjustment

6.1 The value of any pre-payments for services by customers under the Pre-Existing Contract not yet received by the Operational Services Commencement Date which are migrated to Customers under this Contract in accordance with Paragraph 12.7 of Schedule 2 (Services Description) shall be deducted from the Service Charges payable by the Authority to the Supplier for a period of 36 months following the Operational Services Commencement Date ("**Reconciliation Period**"). Subject to Paragraph 6.2 below, the total deduction for the Prepayments shall be applied in equal monthly proportions across the invoices issued during the Reconciliation Period.

6.2 The Supplier shall provide the Authority with full evidence of all relevant Customer Prepayments, in accordance with Paragraph 6.1, within 15 Working Days of the Operational Services Commencement Date. Evidence provided by the Supplier must include:

(a) the identity of the Customers who made the Prepayments;

(b) the amounts prepaid by each Customer; and

(c) the specific services or membership packages to which the Prepayments related.

6.3 The amount of Prepayments deducted from the Service Charges shall be reduced by the total value of any refunds issued by the Supplier to Customers in relation to the cancellation of services continuing under this Contract, but prepaid for under the Pre-Existing Contract, where the cancellation has been invoked by the Customer in accordance with its rights under any terms associated with the Prepayment ("**Refunds**"). The Supplier shall provide the Authority with full evidence of the total value of Refunds issued in the preceding calendar month, within 15 Working Days of the end of each calendar month in the Reconciliation Period. Evidence provided by the Supplier must include:

(a) details of the refunded Customers;

(b) the amounts refunded; and

(c) the dates of such Refunds.

6.4 The Authority and the Supplier shall perform a reconciliation of the total Prepayments and Refunds at the end of each consecutive 12 month period during the Reconciliation Period to ensure that any deductions to the Service Charges have been made accurately and in accordance with this Paragraph 6. If, upon reconciliation, the Authority reasonably believes that the Supplier has failed to adequately evidence the Prepayments or Refunds, the Parties shall work together in good faith to resolve the issue promptly. Until such resolution is achieved, the Authority may withhold an amount equivalent to: (i) the disputed Prepayment(s) or Refund(s); or (ii) the difference between the value of the disputed Prepayment(s) and the value of the disputed Refund(s), from subsequent Service Charges, to be adjusted once the issue is resolved.

6.5 For the avoidance of doubt:

(a) this Paragraph 6 shall apply only to services prepaid for by Customers under the Pre-Existing Contract and carried over to this Contract. Any services paid for by Customers entirely under this Contract are not subject to the mechanism set out in this Paragraph 6; and

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(b) the Parties acknowledge that any services offered to customers under the Pre-Existing Contract, which are subject to the Prepayments, shall not persist beyond the Reconciliation Period.

7 Risk Register

The Parties shall review the Risk Register set out in Annex 3 from time to time and as otherwise required for the purposes of Schedule 21 (*Governance*).

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Part D – Excess Profit

1 Limit on Supplier Profit Margin

1.1 The Supplier acknowledges that the Achieved Profit Margin applicable over the Term shall not exceed the Maximum Permitted Profit Margin.

1.2 The Supplier shall include in each Annual Contract Report the Achieved Profit Margin as at the end of the Contract Year to which the Annual Contract Report is made up and the provisions of Paragraph 2 of Part B of Schedule 19 (*Financial Reports and Audit Rights)* shall apply to the approval of the Annual Contract Report.

1.3 Where the Supplier's Achieved Profit Margin exceeds the Anticipated Contract Life Profit Margin, the Supplier Profit Share shall be shared between the Supplier and the Authority as follows:

(a) if the Achieved Profit Margin is less than the Anticipated Contract Life Profit Margin, then:

(i) the underage (i.e. the sum by which the Supplier Profit is under the Anticipated Contract Life Profit Margin converted into pounds sterling) shall be carried forward to the next Profit Share Assessment Point; or

(ii) the cumulative underage shall be carried forward until the next Profit Share Assessment Point at which the overage (i.e. the sum by which the Supplier Profit is above the Anticipated Contract Life Profit Margin converted into pounds sterling) for the relating Profit Share Period(s) exceeds the underage carried forward; or

(b) if, during the remainder of the Term, there is no Profit Share Assessment Point where the overage for the relating Profit Share Period(s) exceeds the underage carried forward then there shall be no further Supplier Profit Share. Any cumulative underage shall lapse at the end of the Agreement, even if the Supplier Profit Share has been paid out during the Term.

2 Supplier Profit Share Principles

2.1 The following Supplier Profit Share principles shall apply to this Contract:

(a) Supplier Profit Share shall be calculated at each Profit Share Assessment Point in respect of the relevant Profit Share Period;

(b) for each Profit Share Period:

(i) profit in respect of Implementation Services and set-up is excluded; and

(ii) the calculation of Supplier Profit shall exclude deductions arising from transactions in respect of Service Credits;

(c) the Supplier Profit Share shall be shared as follows:

(i)	0% < Profit <= 2%,	50% to the Authority, 50% to the Supplier
(ii)	2% < Profit <= 5%	80% to the Authority, 20% to the Supplier
(iii)	Profit > 5%	100% to the Authority

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(d) the first Profit Share Assessment Point shall occur on the second anniversary of the last day of the month in which the Implementation Services Commencement Date falls. The Profit Share Period for such Profit Share Assessment Point shall be from the Implementation Services Commencement Date up to the second anniversary of the last day of the month in which the Implementation Services Commencement Date falls;

(e) for the avoidance of doubt, the provisions of this Paragraph 2.1 shall apply to the period in which the Services are being provided, including:

(i) the period of the Initial Term.

(ii) any optional Extension Period; and

(iii) any Termination Assistance Period;

(f) subsequent Profit Share Assessment Points shall occur on each anniversary of the first Profit Share Assessment Point referred to in Paragraph 2.1(d). The Profit Share Period for such Profit Share Assessment Points shall be the period since the previous Profit Share Assessment Point up to and including the latest Profit Share Assessment Point.

(g) if this Contract is terminated on a day other than a Profit Share Assessment Point, a Profit Share Assessment Point will fall on the Termination Date and the Profit Share Period will be from the day following the previous Profit Share Assessment Point to the Termination Date;

(h) the Supplier Profit Share at each Profit Share Assessment Point shall be calculated by the Supplier in accordance with this Paragraph 2.1 immediately upon the issue of a Certificate of Costs;

(i) to allow the Authority to ascertain its entitlement to the Supplier Profit Share, the Supplier shall provide the Authority with a document detailing its calculations pursuant to Paragraph 2.1(c) above ("the **Profit Share Calculation**") an electronic copy of its Costs and Supplier Profit (expressed as a percentage) for the relevant Profit Share Period based upon the Supplier's actual operating costs and revenues in relation to the provision of the Services. The Profit Share Calculation shall:

(i) be certified by the Chief Financial Officer or a director of the Supplier as being accurate and not misleading and in conformity with all the terms of this Schedule, the Annual Contract Report and with generally accepted accounting principles within the UK;

(ii) at the Authority’s discretion, be verified by the Supplier’s external financial auditors;

(iii) include any Supplier Profit Share from arrangements with Sub-contractors as revenue in the Profit Share Calculation in this Schedule; and

(iv) show separately the Supplier Profit Share and the share to both the Authority and the Supplier;

(j) subject to this Paragraph 2.1, the Suppilier Profit Share shall be payable to the Authority only when the Actual Profit for the relevant Profit Share Assessment Point exceeds the Anticipated Contract Life Profit Margin for the same Profit Share Assessment Point;

(k) the Supplier shall deliver a Profit Share Calculation together with the supporting information, in the same format as the Financial Pricing Model, or as otherwise agreed by the Authority, within 20 Working Days of the delivery of the Certificate of Costs produced for the Profit Share Assessment Point;

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(l) following receipt by the Authority of a Profit Share Calculation, the Supplier shall, at its own expense, promptly provide to the Authority any such additional information as it may reasonably request so that the Authority can verify the accuracy of the Profit Share Calculation. This shall include the detailed working papers and spreadsheets in both paper and electronic copy used, directly or indirectly, to make the Profit Share Calculation in accordance with this Part D of this Schedule;

(m) within 20 Working Days of receipt by the Authority of the Profit Share Calculation and all additional information, the Authority shall notify the Supplier in writing if it agrees with or disputes the Profit Share Calculation. Where the Authority disputes the Profit Share Calculation it shall be a Dispute; and

(n) if the Authority notifies the Supplier that it agrees with the Profit Share Calculation, the Supplier shall pay the relevant Supplier Profit Share to the Authority within 20 Working Days, in accordance with Paragaph (c).

3 Supplier Profit Share Payment

3.1 The Supplier Profit Share paid to the Authority in accordance with Paragaph 2.1(c) cannot be clawed back by the Supplier to offset any losses in subsequent Profit Share Periods.

3.2 Any Supplier Profit Share that is payable by the Supplier to the Authority in accordance with this Schedule but remains unpaid, shall accrue interest on a daily basis at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 for each day that any such Supplier Profit Share remains unpaid following the due date specified in Paragraph 2.1(n).

4 Disputes

If the Authority disputes any item contained in the Profit Share Calculation in accordance with this Schedule, the Supplier shall notify the Authority in writing within ten (10) Working Days of receipt of the Authority's Notice whether it agrees with the position that the Authority takes. If the Supplier does not agree then it shall, within fifteen (15) Working Days of receipt of the Authority's Notice, deliver to the Authority such further financial information certified by the Chief Financial Officer, the director of finance or equivalent of the Supplier, as applicable. If the Authority and the Supplier are still unable to agree, then the matter shall then be subject to the provisions of Schedule 23 (*Dispute Resolution Procedure*).

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Part E – Invoicing and Payment Terms

1 Supplier Invoices

1.1 The Authority shall accept for processing any electronic invoice that complies with the European Standard, provided that it is valid and undisputed.

1.2 If the Supplier proposes to submit for payment an invoice that does not comply with the European standard the Supplier shall:

(a) comply with the requirements of the Authority's e-invoicing system;

(b) prepare and provide to the Authority for approval of the format a template invoice within 10 Working Days of the Effective Date which shall include, as a minimum the details set out in Paragraph 1.3 together with such other information as the Authority may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and

(c) make such amendments as may be reasonably required by the Authority if the template invoice outlined in (b) is not approved by the Authority.

1.3 The Supplier shall ensure that each invoice is submitted in the correct format for the Authority's e-invoicing system, or that it contains the following information:

(a) the date of the invoice;

(b) a unique invoice number;

(c) the Service Period or other period(s) to which the relevant Charge(s) relate;

(d) the correct reference for this Contract;

(e) the reference number of the purchase order to which it relates (if any);

(f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;

(g) a description of the Services;

(h) the pricing mechanism used to calculate the Charges;

(i) any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;

(j) the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;

(k) details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;

(l) reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);

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(m) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;

(n) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and

(o) where the Services have been structured into separate Service lines, the information at (a) to (n) of this Paragraph 1.3 shall be broken down in each invoice per Service line.

1.4 The Supplier shall invoice the Authority in respect of Services in accordance with the requirements of Part B. The Supplier shall first submit to the Authority a draft invoice setting out the Charges payable. The Parties shall endeavour to agree the draft invoice within 5 Working Days of its receipt by the Authority, following which the Supplier shall be entitled to submit its invoice.

1.5 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Authority as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.

1.6 The Supplier shall submit all invoices and Supporting Documentation through the Authority's electronic system Continia or if that is not possible to:

[redacted]

with a copy (again including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

1.7 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

1.8 The Authority shall regard an invoice as valid only if it complies with the provisions of this Part E. Where any invoice does not conform to the Authority's requirements set out in this Part E, the Authority shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

1.9 If the Authority fails to consider and verify an invoice in accordance with Paragraphs 1.4 and 1.10, the invoice shall be regarded as valid and undisputed for the purpose of Paragraph 2.1 after a reasonable time has passed.

2 Payment Terms

2.1 Subject to the relevant provisions of this Schedule, the Authority shall make payment to the Supplier within thirty (30) days of verifying that the invoice is valid and undisputed.

2.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

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Part F – TUPE Indemnification

1 Indemnity

1.1 The Authority shall indemnify and hold harmless the Supplier against all Redundancy Costs (subject to the Redundancy Costs Cap) which the Supplier (or its Notified Sub-contractor) incurs as a result of the dismissal by reason of redundancy of any Redundant Employee provided that:

(a) the Supplier will (and will procure that its Notified Sub-contractor will) first use reasonable endeavours to redeploy such person and, only failing redeployment, may terminate their employment by reason of redundancy;

(b) the Supplier will (and will procure that its Notified Sub-contractor will) use reasonable endeavours to mitigate any such Redundancy Costs (including taking reasonable steps to ensure that: a fair redundancy process is followed; any applicable policy or contractual provisions connected to redundancy are followed; any legal obligations including those under Regulation 13 TUPE and Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 are complied with; where appropriate the employee has been required to use holiday entitlement prior to the termination date);

(c) such dismissal(s) take(s) effect within the Relevant Period; and

(d) the Supplier has within the Relevant Period:

(i) notified the Authority of its claim under this Paragraph 1; and

(ii) provided the Authority with the Redundancy Costs Evidence to the reasonable satisfaction of the Authority.

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Annex 1 – Charging Mechanism and Adjustments

1 Table 1: Milestone Payments

Milestone Number	Milestone Description	Milestone Completion Date	Milestone Percentage	Milestone Payment Cap
1	Agree design of implementation plan with DfE	[redacted]	20%	[redacted]
2	Testing and audit Phase 1	[redacted]	20%	[redacted]
3	Testing and audit Phase 2	[redacted]	40%	[redacted]
4	Finalisation and Go-Live Readiness	[redacted]	20%	[redacted]
5	Operational Services Commencement Date	[redacted]	Release of Milestone Retention	Value of Milestone Retention
			100%	[redacted]

2 Baseline Services Charges

2.1 Table 2: Baseline Service Charges for UK ENIC Service

Percentage of Price for the Service period that will be paid as a Service Fee	40%
Service Fee Total	[redacted]
Service Fee Start Date	Operational Services Commencement Date
Service Fee End Date	[redacted]
Service Fee Number of Months	55.6
Service Fee per Month	[redacted]

2.2 Table 3: Baseline Service Charges for Early Years Service

Percentage of Price for the Service period that will be paid as a Service Fee	100%
Service Fee Total - UK	[redacted]
Service Fee Total - Non-UK	[redacted]
Service Fee Start Date	Operational Services Commencement Date
Service Fee End Date	[redacted]
Service Fee Number of Months	60

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Service Fee per Month - UK	[redacted]
Service Fee per Month - Non-UK	[redacted]

2.3 Table 4: Baseline Service Charges for Teaching Regulation Agency Service

Percentage of Price for the Service period that will be paid as a Service Charge	100%
Service Charge Total	[redacted]
Service Charge Start Date	Operational Services Commencement Date
Service Charge End Date	[redacted]
Service Charge Number of Months	60
Service Charge per Month	[redacted]

3 Volume Service Charges

3.1 Table 5: Volume Service Charges for the UK ENIC Service

Percentage of Price for the Service period that will be paid by volume, on a Unit Cost basis	60%		
Total Price to be paid as Volumetric Payments	[redacted]		
Volume Band	**Monthly lower volume limit**	**Monthly upper volume limit**	**Unit Price**
Unit Price	2,000	3,001	[redacted]

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Annex 2 – Pro-forma Certificate of Costs

I [name of CFO or Director of Finance or equivalent as agreed in advance in writing with the Authority] of **[insert** name of Supplier], certify that the financial information provided as part of this Certificate of Costs, incurred in relation to the **[insert** name/reference for the Contract] (the **Contract**) in relation to the following [Milestone]:

[insert details of Milestone]

1 has been reasonably and properly incurred in accordance with [name of Supplier]'s books, accounts, other documents and records;

2 is accurate and not misleading in all key respects; and

3 is in conformity with the Contract and with all generally accepted accounting principles within the United Kingdom.

Signed [Director of Finance or equivalent]

[Name of Supplier]

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Annex 3 – Risk Register

Risk Description - Please list any risks with associated costs factored into your prices below - Please state any mitigations that are in place to manage the risk	**Sub Section**	**Residual Likelihood** **Please assess the residual likelihood of the risk materialising post mitigations.** **(1 = Low, 5 = Very likely)**
		TOTAL

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Schedule 16 – Payments on Termination

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Schedule 16 – Payments on Termination

1 Definitions

In this Schedule, the following definitions shall apply:

Applicable Supplier Personnel means any Supplier Personnel who:

(a) at the Termination Date:

(i) are employees of the Supplier;

(ii) are Dedicated Supplier Personnel;

(iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and

(b) are dismissed or given notice of dismissal by the Supplier within:

(i) 40 Working Days of the Termination Date; or

(ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and

(c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and

(d) the Supplier can demonstrate to the satisfaction of the Authority:

(i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;

(ii) are genuinely being dismissed for reasons of redundancy; and

(iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees;

Breakage Costs Payment means an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3.

Compensation Payment means the payment calculated in accordance with Paragraph 9.

Contract Breakage Costs means the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts as a direct result of the early termination of this Contract.

Dedicated Supplier Personnel means all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services.

Profit Already Paid means the Supplier Profit paid or payable to the Supplier under this Contract for the period from the Effective Date up to (and including) the Termination Date.

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Redundancy Costs means the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:

(a) any statutory redundancy payment; and

(b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;

Request for Estimate means a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Authority exercised its right under Clause 31.1(a) (Termination by the Authority) to terminate this Contract for convenience on a specified Termination Date.

Shortfall Period has the meaning given in Paragraph 9.2.

Termination Estimate has the meaning given in Paragraph 14.2.

Third Party Contract means a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in Schedule 11 (*Third Party Contracts*).

Total Costs Incurred means the Costs incurred by the Supplier up to the Termination Date in the performance of this Contract and detailed in the Financial Model (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date.

Unrecovered Costs means the Costs incurred by the Supplier in the performance of this Contract (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Contract would have been payable by the Authority after the Termination Date in accordance with Schedule 15 (*Charges and Invoicing*) as such Costs and Charges are forecast in the Financial Model.

Unrecovered Payment means an amount equal to the lower of:

(a) the sum of the Unrecovered Costs and the Unrecovered Profit; and

(b) the amount specified in Paragraph 7; and

Unrecovered Profit means (Total Costs Incurred x Anticipated Contract Life Profit Margin) - Profit Already Paid + Milestone Retentions remaining unpaid at the Termination Date.

2 Termination Payment

The Termination Payment payable pursuant to Clause 32.4(a) (*Payments by the Authority*) shall be an amount equal to the aggregate of the Breakage Costs Payment and the Unrecovered Payment.

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3 Breakage Costs Payment

The Supplier may recover through the Breakage Costs Payment only those costs incurred by the Supplier directly as a result of the termination of this Contract which:

(a) would not have been incurred had this Contract continued until expiry of the Initial Term, or in the event that the Term has been extended, the expiry of the Extension Period;

(b) are unavoidable, proven, reasonable, and not capable of recovery;

(c) are incurred under arrangements or agreements that are directly associated with this Contract;

(d) are not Contract Breakage Costs relating to contracts or Sub-contracts with Affiliates of the Supplier; and

(e) relate directly to the termination of the Services.

4 Limitation on Breakage Costs Payment

The Breakage Costs Payment shall not exceed the lower of:

(a) the relevant limit set out in Annex 1; and

(b) 120% of the estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.

5 Redundancy Costs

5.1 The Authority shall not be liable under this Schedule for any costs associated with Supplier Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.

5.2 Where the Supplier can demonstrate that a member of Supplier Personnel will be made redundant following termination of this Contract, but redeployment of such person is possible and would offer value for money to the Authority when compared with redundancy, then the Authority shall pay the Supplier the actual direct costs incurred by the Supplier or its Sub-contractor arising out of the redeployment of such person (including retraining and relocation costs) subject to a maximum amount of £30,000 per relevant member of the Supplier Personnel.

6 Contract Breakage Costs

6.1 The Supplier shall be entitled to Contract Breakage Costs only in respect of Third Party Contracts or Sub-contracts which:

(a) are not assigned or novated to a Replacement Supplier at the request of the Authority in accordance with Schedule 25 (*Exit Management*); and

(b) the Supplier can demonstrate:

(i) are surplus to the Supplier's requirements after the Termination Date, whether in relation to use internally within its business or in providing services to any of its other customers; and

(ii) have been entered into by it in the ordinary course of business.

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6.2 The Supplier shall seek to negotiate termination of any Third Party Contracts or Sub-contracts with the relevant third party or Sub-contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.

6.3 Except with the prior written agreement of the Authority, the Authority shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of:

(a) the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier premises which may arise as a consequence of the termination of this Contract; and/or

(b) Assets not yet installed at the Termination Date.

7 Unrecovered Payment

The Unrecovered Payment shall not exceed the lowest of:

(a) the relevant limit set out in Annex 1;

(b) 120% of the estimate for the Unrecovered Payment set out in any relevant Termination Estimate; and

(c) the Charges that but for the termination of this Contract would have been payable by the Authority after the Termination Date in accordance with Schedule 15 (*Charges and Invoicing*) as forecast in the Financial Model.

8 Mitigation of Contract Breakage Costs, Redundancy Costs and Unrecovered Costs

8.1 The Supplier agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs, Redundancy Costs and Unrecovered Costs by:

(a) the appropriation of Assets, employees and resources for other purposes;

(b) at the Authority's request, assigning any Third Party Contracts and Sub-contracts to the Authority or a third party acting on behalf of the Authority; and

(c) in relation Third Party Contracts and Sub-contract that are not to be assigned to the Authority or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.

8.2 If Assets, employees and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs, Redundancy Costs and Unrecovered Costs payable by the Authority or a third party to the Supplier. In the event of any Dispute arising over whether the Supplier can use any Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the Dispute shall be referred to an Expert for determination in accordance with the procedure detailed in Schedule 23 (*Dispute Resolution Procedure*).

9 Compensation Payment

9.1 The Compensation Payment payable pursuant to Clause 32.4(b) (*Payments by the Authority*) shall be an amount equal to the total forecast Charges over the Shortfall Period (as stated in the Financial Model) multiplied by the Anticipated Contract Life Profit Margin.

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9.2 For the purposes of Paragraph 9.1, the **Shortfall Period** means:

(a) where the Authority terminates this Contract pursuant to Clause 31.1(a) (*Termination by the Authority*), a number of days equal to the number of days by which the notice given (or deemed given pursuant to Paragraph 2.1.1 of Part D of Schedule 15 (*Charges and Invoicing)* falls short of three hundred and sixty-five (365) days; or

(b) where the Supplier terminates this Contract pursuant to Clause 31.3(a) (*Termination by the Supplier*), a number of days equal to the number of days by which the period from (and including) the date of the non-payment by the Authority to (and including) the Termination Date falls short of 365 days,

but in each case subject to the limit set out in Paragraph 9.3.

9.3 The Compensation Payment shall be no greater than the lower of:

(a) the relevant limit set out in Annex 1; and

(b) 120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate.

10 Full and Final Settlement

Any Termination Payment and/or Compensation Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority pursuant to Clause 31.1(a) (*Termination by the Authority*) or termination by the Supplier pursuant to Clause 31.3(a) (*Termination by the Supplier*) (as applicable), and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

11 Invoicing for the Payments on Termination

All sums due under this Schedule shall be payable by the Authority to the Supplier in accordance with the payment terms set out in Schedule 15 (*Charges and Invoicing*).

12 Set Off

The Authority shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to this Schedule.

13 No Double Recovery

13.1 If any amount payable under this Schedule (in whole or in part) relates to or arises from any Transferring Assets then, to the extent that the Authority makes any payments pursuant to Schedule 25 (*Exit Management*) in respect of such Transferring Assets, such payments shall be deducted from the amount payable pursuant to this Schedule.

13.2 The value of the Termination Payment and/or the Compensation Payment shall be reduced or extinguished to the extent that the Supplier has already received the Charges or the financial benefit of any other rights or remedy given under this Contract so that there is no double counting in calculating the relevant payment.

13.3 Any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan.

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14 Estimate of Termination Payment and Compensation Payment

14.1 The Authority may issue a Request for Estimate at any time during the Term provided that no more than 2 Requests for Estimate may be issued in any 6 month period.

14.2 The Supplier shall within 20 Working Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Termination Payment and the Compensation Payment that would be payable by the Authority based on a postulated Termination Date specified in the Request for Estimate (such estimate being the **Termination Estimate**). The Termination Estimate shall:

(a) be based on the relevant amounts set out in the Financial Model;

(b) include:

(i) details of the mechanism by which the Termination Payment is calculated;

(ii) full particulars of the estimated Contract Breakage Costs in respect of each Sub-contract or Third Party Contract and appropriate supporting documentation; and

(iii) such information as the Authority may reasonably require; and

(c) state the period for which that Termination Estimate remains valid, which shall be not less than 20 Working Days.

14.3 The Supplier acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Authority to terminate this Contract.

14.4 If the Authority issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Authority.

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Annex 1 – Maximum Payments on Termination

1 UK ENIC Services

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Authority shall be liable to pay to the Supplier pursuant to this Contract in respect of the UK ENIC Services:

Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the second Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the third Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the fourth Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the fifth Contract Year	[redacted]	[redacted]	[redacted]
Anytime in any other Contract Year	[redacted]	[redacted]	[redacted]

2 Early Years Services

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Authority shall be liable to pay to the Supplier pursuant to this Contract in respect of the Early Years Services:

Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the second Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the third Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the fourth Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the fifth Contract Year	[redacted]	[redacted]	[redacted]
Anytime in any other Contract Year	[redacted]	[redacted]	[redacted]

3 Teaching Regulation Agency Services

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Authority shall be liable to pay to the Supplier pursuant to this Contract in respect of the Teaching Regulation Agency Services:

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Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the second Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the third Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the fourth Contract Year	[redacted]	[redacted]	[redacted]
Anytime in the fifth Contract Year	[redacted]	[redacted]	[redacted]
Anytime in any other Contract Year	[redacted]	[redacted]	[redacted]

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Schedule 17 – Benchmarking

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Schedule 17 – Benchmarking

1 Definitions

In this Schedule, the following definitions shall apply:

Benchmarked Service means a Service that the Authority elects to include in a Benchmark Review under Paragraph 2.3.

Benchmarker means the independent third party appointed under Paragraph 3.1.

Benchmark Report means the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 5.

Benchmark Review means a review of one or more of the Services carried out in accordance with Paragraph 4 to determine whether those Services represent Good Value.

Comparable Service means in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance).

Comparison Group means, in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarker under Paragraph 4.8 which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarker's professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarker, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;.

Equivalent Services Data means in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8(a) and 4.9 provided that the Benchmarker shall not use any such data that relates to a period which ended more than 36 months prior to the date of the appointment of the Benchmarker.

Good Value means in relation to a Benchmarked Service, that:

(a) having taken into account the Performance Indicators and Target Performance Levels, the value for money of the Charges attributable to that Benchmarked Service is at least as good as the value for money of the Upper Quartile; and

(b) any Performance Indicators and Target Performance Levels applicable to that Benchmarked Service are, having taken into account the Charges, equal to or better than the median service levels for the Comparable Service using Equivalent Services Data.

Upper Quartile means the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service.

2 Frequency, Purpose and Scope of Benchmark Review

2.1 The Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Services in order to establish whether a Benchmarked Service is, and/or the Benchmarked Services as a whole are, Good Value.

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2.2 The Authority shall not be entitled to carry out a Benchmark Review of any Services during the 12 month period from the Operational Service Commencement Date for those Services, nor at intervals of less than 12 months after any previous Benchmark Review relating to the same Services.

2.3 The Services that are to be the Benchmarked Services shall be identified by the Authority in the notice given under Paragraph 2.1.

3 Appointment of Benchmarker

3.1 The Authority shall appoint as the Benchmarker to carry out the Benchmark Review either an organisation on the list of organisations set out in Annex 1 or such other organisation as may be agreed in writing between the Parties.

3.2 The Authority shall, at the written request of the Supplier, require the Benchmarker to enter into a confidentiality agreement with the Supplier in, or substantially in, the form set out in Annex 2.

3.3 The costs and expenses of the Benchmarker and the Benchmark Review shall be shared equally between both Parties provided that each Party shall bear its own internal costs of the Benchmark Review. The Benchmarker shall not be compensated on a contingency fee or incentive basis.

3.4 The Authority shall be entitled to pay the Benchmarker's costs and expenses in full and to recover the Supplier's share from the Supplier.

4 Benchmark Review

4.1 The Authority shall require the Benchmarker to produce, and to send to each Party for approval, a draft plan for the Benchmark Review within 10 Working Days after the date of the appointment of the Benchmarker, or such longer period as the Benchmarker shall reasonably request in all the circumstances. The plan must include:

(a) a proposed timetable for the Benchmark Review;

(b) a description of the information that the Benchmarker requires each Party to provide;

(c) a description of the benchmarking methodology to be used;

(d) a description that clearly illustrates that the benchmarking methodology to be used is capable of fulfilling the benchmarking objectives under Paragraph 2.1;

(e) an estimate of the resources required from each Party to underpin the delivery of the plan;

(f) a description of how the Benchmarker will scope and identify the Comparison Group;

(g) details of any entities which the Benchmarker proposes to include within the Comparison Group; and

(h) if in the Benchmarker's professional opinion there are no Comparable Services or the number of entities carrying out Comparable Services is insufficient to create a Comparison Group, a detailed approach for meeting the relevant benchmarking objective(s) under Paragraph 2.1 using a proxy for the Comparison Services and/or Comparison Group as applicable.

4.2 The Parties acknowledge that the selection and or use of proxies for the Comparison Group (both in terms of number and identity of entities) and Comparable Services shall be a matter for the Benchmarker's professional judgment.

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4.3 Each Party shall give notice in writing to the Benchmarker and to the other Party within 10 Working Days after receiving the draft plan either approving the draft plan or suggesting amendments to that plan which must be reasonable Where a Party suggests amendments to the draft plan pursuant to this Paragraph 4.3, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan. Paragraph 4.1 and this Paragraph 4.3 shall apply to any amended draft plan.

4.4 Failure by a Party to give notice under Paragraph 4.3 shall be treated as approval of the draft plan by that Party. If the Parties fail to approve the draft plan within 30 Working Days of its first being sent to them pursuant to Paragraph 4.1 then the Benchmarker shall prescribe the plan.

4.5 Once the plan is approved by both Parties or prescribed by the Benchmarker, the Benchmarker shall carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarker is provided to the Benchmarker without undue delay. If the Supplier fails to provide any information requested from it by the Benchmarker and described in the plan, such failure shall constitute a material Default for the purposes of Clause 25.1(c) (*Rectification Plan Process*).

4.6 Each Party shall co-operate fully with the Benchmarker, including by providing access to records, technical documentation, premises, equipment, systems and personnel at times reasonably requested by the Benchmarker, provided that the Benchmarker shall be instructed to minimise any disruption to the Services.

4.7 Either Party may provide additional material to the Benchmarker to assist the Benchmarker in conducting the Benchmark Review.

4.8 Once it has received the information it requires, the Benchmarker shall:

(a) finalise the sample of entities constituting the Comparison Group and collect data relating to Comparable Services. The final selection of the Comparison Group (both in terms of number and identity of entities) and of the Comparable Services shall be a matter for the Benchmarker's professional judgment;

(b) derive the Equivalent Services Data by applying the adjustment factors listed in Paragraph 4.9 and from an analysis of the Comparable Services;

(c) derive the relative value for money of the charges payable for the Comparable Services using the Equivalent Services Data and from that derive the Upper Quartile;

(d) derive the median service levels relating to the Comparable Services using the Equivalent Services Data;

(e) compare the value for money of the Charges attributable to the Benchmarked Services (having regard in particular to the applicable Performance Indicators and Target Performance Levels) to the value for money of the Upper Quartile;

(f) compare the Performance Indicators and Target Performance Levels attributable to the Benchmarked Services (having regard to the Charges and Service Credits) with the median service levels using the Equivalent Services Data; and

(g) determine whether or not each Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.

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4.9 The Benchmarker shall have regard to the following matters when performing a comparative assessment of a Benchmarked Service and a Comparable Service in order to derive Equivalent Services Data:

(a) the contractual and business environment under which the Services are being provided (including the scope, scale, complexity and geographical spread of the Services);

(b) any front-end investment and development costs of the Supplier;

(c) the Supplier's risk profile including the financial, performance or liability risks associated with the provision of the Services as a whole;

(d) the extent of the Supplier's management and contract governance responsibilities;

(e) any other reasonable factors demonstrated by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive (such as erroneous costing, non-sustainable behaviour including excessive consumption of energy or over-aggressive pricing).

5 Benchmark Report

5.1 The Benchmarker shall be required to prepare a Benchmark Report and deliver it simultaneously to both Parties, at the time specified in the plan approved under Paragraph 4, setting out its findings. The Benchmark Report shall:

(a) include a finding as to whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;

(b) include other findings (if any) regarding the quality and competitiveness or otherwise of those Services;

(c) if any Benchmarked Service is not Good Value, or the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Charges, Performance Indicators and/or Target Performance Levels, that would be required to make that Benchmarked Service or those Benchmarked Services as a whole Good Value; and

(d) illustrate the method used for any normalisation of the Equivalent Services Data

5.2 The Benchmarker shall act as an expert and not as an arbitrator.

5.3 If the Benchmark Report states that any Benchmarked Service is not Good Value or that the Benchmarked Services as a whole are not Good Value, then the Supplier shall (subject to Paragraphs 5.5 and 5.6) implement the changes set out in the Benchmark Report as soon as reasonably practicable within timescales agreed with the Authority but in any event within no more than 3 months. Any associated changes to the Charges shall take effect only from the same date and shall not be retrospective.

5.4 The Supplier acknowledges and agrees that Benchmark Reviews shall not result in any increase to the Charges, disapplication of the Performance Indicators or any reduction in the Target Performance Levels.

5.5 The Supplier shall be entitled to reject any Benchmark Report if the Supplier reasonably considers that the Benchmarker has not followed the procedure for the related Benchmark Review as set out in this Schedule in any material respect.

5.6 The Supplier shall not be obliged to implement any Benchmark Report to the extent this would cause the Supplier to provide the Services at a loss (as determined, by reference to the Financial Model), or to the extent the Supplier cannot technically implement the recommended changes.

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5.7 In the event of any Dispute arising over whether the Benchmarker has followed the procedure for the related Benchmark Review under Paragraph 5.5 and/or any matter referred to in Paragraph 5.6, the Dispute shall be referred to Expert Determination. For the avoidance of doubt in the event of a Dispute between the Parties, the Authority shall continue to pay the Charges to the Supplier in accordance with the terms of this Contract and the Performance Indicators and Target Performance Levels shall remain unchanged pending the conclusion of the Expert Determination.

5.8 On conclusion of the Expert Determination:

(a) if the Expert determines that all or any part of the Benchmark Report recommendations regarding any reduction in the Charges shall be implemented by the Supplier, the Supplier shall immediately repay to the Authority the difference between the Charges paid by the Authority up to and including the date of the Expert's determination and the date upon which the recommended reduction in Charges should have originally taken effect pursuant to Paragraph 5.3 together with interest thereon at the applicable rate under the Late Payment Of Commercial Debts (Interest) Act 1998; and

(b) if the Expert determines that all or any part of the Benchmark Report recommendations regarding any changes to the Performance Indicators and/or Target Performance Levels shall be implemented by the Supplier:

(i) the Supplier shall immediately implement the relevant changes;

(ii) the Supplier shall immediately pay an amount equal to any Service Credits which would have accrued up to and including the date of the Expert's determination if the relevant changes had taken effect on the date determined pursuant to Paragraph 5.3 together with interest thereon at the applicable rate under the Late Payment Of Commercial Debts (Interest) Act 1998; and

(iii) the relevant changes shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Contract.

5.9 Any failure by the Supplier to implement the changes as set out in the Benchmark Report in accordance with the relevant timescales determined in accordance with Paragraph 5.3 (unless the provisions of Paragraph 5.6 and/or Paragraph 5.7 apply) or in accordance with Paragraph 5.8 shall, without prejudice to any other rights or remedies of the Authority, constitute a Supplier Termination Event.

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Annex 1 – Approved Benchmarkers

The Authority may update this Annex 1 from time to time, by written notice to the Supplier.

Approved Benchmarker	**Registered Address**	**Company number**

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Annex 2 – Confidentiality Agreement

Confidentiality Agreement

Dated

Between

(1) **[insert** name] of **[insert** address] (the **Supplier**); and

(2) **[insert** name] of **[insert** address] (the **Benchmarker** and together with the Supplier, the **Parties**).

Whereas

A **[insert** name of Authority] (the **Authority**) and the Supplier are party to a contract dated **[insert** date] (the **Contract**) for the provision by the Supplier of **[insert** brief description of services] to the Authority.

B The Benchmarker is to receive Confidential Information from the Supplier for the purpose of carrying out a benchmarking review for the Authority of one or more of such services pursuant to the terms of the Contract (the **Permitted Purpose**).

It is agreed as follows

1 Interpretation

In this Agreement, unless the context otherwise requires:

Confidential Information means:

(a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Supplier to the Benchmarker pursuant to this Agreement that relates to:

(i) the Supplier; or

(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;

(b) other Information provided by the Supplier pursuant to this Agreement to the Benchmarker that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Benchmarker's attention or into the Benchmarker's possession in connection with the Permitted Purpose;

(c) discussions, negotiations, and correspondence between the Supplier or any of its directors, officers, employees, consultants or professional advisers and the Benchmarker or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom; and

(d) Information derived from any of the above,

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but not including any Information that:

(e) was in the possession of the Benchmarker without obligation of confidentiality prior to its disclosure by the Supplier;

(f) the Benchmarker obtained on a non-confidential basis from a third party who is not, to the Benchmarker's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Benchmarker;

(g) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

(h) was independently developed without access to the Confidential Information.

Information means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form).

Permitted Purpose has the meaning given to that expression in recital B to this Agreement

1.1 In this Agreement:

(a) a reference to any gender includes a reference to other genders;

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

(c) the words "include" and cognate expressions shall be construed as if they were immediately followed by the words "without limitation";

(d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

(e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

(f) references to Clauses are to clauses of this Agreement.

2 Confidentiality Obligations

In consideration of the Supplier providing Confidential Information to the Benchmarker, the Benchmarker shall:

(a) treat all Confidential Information as secret and confidential;

(b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

(c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or, if relevant, other owner or except as expressly set out in this Agreement;

(d) not transfer any of the Confidential Information outside the United Kingdom;

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(e) not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;

(f) immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and

(g) once the Permitted Purpose has been fulfilled:

(i) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;

(ii) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Benchmarker) from any computer, word processor, voicemail system or any other device; and

(iii) make no further use of any Confidential Information.

3 Permitted Disclosures

3.1 The Benchmarker may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

(a) reasonably need to receive the Confidential Information in connection with the Permitted Purpose; and

(b) have been informed by the Benchmarker of the confidential nature of the Confidential Information; and

(c) have agreed to terms similar to those in this Agreement.

3.2 The Benchmarker shall be entitled to disclose Confidential Information to the Authority for the Permitted Purpose and to any Expert appointed in relation to a Dispute as referred to in Paragraph 5.7 of this Schedule 17 (*Benchmarking*) to the Contract.

3.3 The Benchmarker shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Benchmarker.

3.4 Before making a disclosure pursuant to Clause 3.3, the Benchmarker shall, if the circumstances permit:

(a) notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

(b) ask the court or other public body to treat the Confidential Information as confidential.

4 General

4.1 The Benchmarker acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

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4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

(a) to grant the Benchmarker any licence or rights other than as may be expressly stated in this Agreement;

(b) to require the Supplier to disclose, continue disclosing or update any Confidential Information; or

(c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.

4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Benchmarker acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Benchmarker of any of the provisions of this Agreement. Accordingly, the Benchmarker acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

4.5 The maximum liability of the Benchmarker to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).

4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 Notices

5.1 Any notice to be given under this Agreement (each a **Notice**) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

(a) if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

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(b) if to be given to the Benchmarker shall be sent to:

[Name of Organisation]

[Address]

Attention: [ ]

6 Governing law

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature: _____ Date:

Name: Position:

For and on behalf of [name of Benchmarker]

Signature: _____ Date:

Name: Position:

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Schedule 18

Financial Distress

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1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Accounting Reference Date"	means in each year, the date to which each entity in the FDE Group prepares its annual audited financial statements;
"Applicable Financial Indicators"	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 6 of this Schedule;
"Appropriate Accepted Mitigation"	means a mitigation to a Financial Distress Event as agreed between the Parties, as follows: (a) as at the Effective Date, as set out in Annex 2 of this Schedule; and (b) during the term of the Contract, as set out in Paragraph 3.4 of this Schedule. All Appropriate Accepted Mitigations, including any new or amended Appropriate Accepted Mitigations must be documented and recorded in a format and location agreed between the Parties, (for example, in a dedicated and access-controlled area of the Virtual Library);
"Board"	means the Supplier's board of directors;
"Board Confirmation"	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
"Credit Rating Level"	means a credit rating level as specified in Annex 1 of this Schedule;
"Credit Rating Threshold"	means the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 3 of this Schedule;
"Financial Distress Event" or "FDE"	means the occurrence of one or more events as listed in Paragraph 3.1 of this Schedule;
"Financial Distress Event Group" or "FDE Group"	means the Supplier, Key Sub-contractors, the Guarantor, the Supplier's ultimate parent undertaking, Key Sub-contractors' ultimate parent undertakings, and the Monitored Suppliers;
"Financial Indicators"	in respect of the Supplier, Key Sub-contractors, the Guarantor, the Supplier's ultimate parent undertaking, the Key Sub-contractors' ultimate parent undertakings, means each of the financial indicators set out at Paragraph 5.1 of this Schedule; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;

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"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Schedule;
"Monitored Suppliers"	means those entities specified at Paragraph 6 of this Schedule;
"Primary Credit Ratings"	means the Failure Score credit ratings;
"Primary Credit Ratings Agency"	means Dun & Bradstreet;
"Rating Agencies"	means the rating agencies listed in Annex 1 of this Schedule or such other rating agencies as the Authority may decide to use;

2 WARRANTIES AND DUTY TO NOTIFY

2.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Effective Date:

(a) the long-term Primary Credit Ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 3 of this Schedule; and

(b) either:

(i) the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor, Supplier's ultimate parent undertaking, Key Sub-contractors, and Key Subcontractors' ultimate parent undertakings satisfies the Financial Target Thresholds, or

(ii) the relevant Appropriate Accepted Mitigations are in place.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing if there is any downgrade in the credit rating issued by the Primary Credit Ratings Agency for any entity in the FDE Group, which results in the level of risk being assessed as high or greater than average (and in any event within 5 Working Days of the occurrence of the downgrade). The categorisation of credit ratings by risk level is defined in Annex 1.

2.3 The Supplier shall:

(a) regularly monitor the credit ratings of each entity in the FDE Group with the Primary Credit Ratings Agency;

(b) monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least quarterly, and update the Financial Indicators when public information becomes available, and in any event, no less than once a year within 285 days after the Accounting Reference Date;

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(c) provide regular updates to the Authority on, as a minimum, the Primary Credit Ratings for each entity in the FDE Group;

(d) promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).; and

(e) ensure when complying with this Paragraph 2.3 that it complies with the law of England and Wales, including all market regulations and local law that applies to England and Wales.

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if:

(a) any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or

(b) a Rating Agency that is specified as holding a Credit Rating for an entity as set out at Annex 3 of this Schedule ceases to hold or is unable to provide a Credit Rating for that entity, and the Supplier fails to provide an acceptable explanation to the Authority.

2.5 Each report submitted by the Supplier pursuant to Paragraph 2.3(b) shall:

(a) be a single report with separate sections for each of the FDE Group entities;

(b) contain a sufficient level of information to reasonably enable the Authority to verify the calculations that have been made in respect of the Financial Indicators;

(c) include key financial, explanatory narrative, and other supporting information (including any accounts data that has been relied on) as separate annexes;

(d) be based on the audited accounts or any other publicised financial information for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and

(e) include a history of the Financial Indicators reported by the Supplier in graph form to enable the Authority to easily analyse and assess the trends in financial performance.

3 FINANCIAL DISTRESS EVENTS AND APPROPRIATE ACCEPTED MITIGATIONS

3.1 The following shall be Financial Distress Events, unless an Appropriate Accepted Mitigation is in place:

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(a) the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;

(b) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

(d) an FDE Group entity committing a material breach of covenant to its lenders;

(e) a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;

(f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Authority which the Authority (acting reasonably) consider to be adequate;

(g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Authority which the Authority acting reasonably considers to be adequate;

(h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;

(i) any of the following:

(i) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;

(ii) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;

(iii) non-payment by an FDE Group entity of any financial indebtedness;

(iv) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;

(v) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or

(vi) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity,

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

(j) any one of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold; or

(k) if a previously Appropriate Accepted Mitigation is no longer available for a particular FDE or is no longer sufficient to constitute an Appropriate Accepted Mitigation.

3.2 On the occurrence of an FDE pursuant to Paragraph (j) to (k):

(a) the Supplier shall:

(i) notify the Authority in accordance with Paragraph 22.3(d) above; and

(ii) provide to the Authority in writing within 10 Working Days or as otherwise agreed between the Parties of the date on which the Supplier first becomes aware of the FDE or of the date on which the Authority has brought the FDE to the Supplier's attention, its proposed mitigation; and

(b) the Parties shall then discuss the proposed mitigation in good faith and the Authority shall, as soon as practicable, either:

(i) agree that the proposed mitigation constitutes an Appropriate Accepted Mitigation; or

(ii) exercise its rights under Paragraph 4 of this Schedule.

3.3 Failure by the Authority to exercise its rights under Paragraph 4 of this Schedule shall constitute acceptance of the Appropriate Accepted Mitigation, unless such failure was due to an act or omission of the Supplier.

3.4 For the purposes of this Paragraph 3 Appropriate Accepted Mitigations include:

(a) For the Supplier:

(i) the existence of a valid Guarantee provided by a Guarantor: and

(ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and

(iii) the Supplier's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation.

(b) For Sub-contractors:

(i) The existence of a valid Guarantee provided by a Guarantor: and

(ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and

(iii) the Sub-contractor's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and

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(c) For all entities within the FDE Group:

a mitigation that reduces the level of risk of the FDE to a level acceptable to the Authority. This may include access to sufficient unused credit facilities or other risk mitigations, as listed in the Outsourcing Playbook *'Assessing and Monitoring the Economic and Financial Standing of Suppliers'* Guidance note available at: Assessing and monitoring the economic and financial standing of suppliers guidance note May 2021.pdf (publishing.service.gov.uk).

3.5 All Appropriate Accepted Mitigations including any new or amended Appropriate Accepted Mitigations will be documented and recorded in a format and location agreed between the Parties (for example in a dedicated and access-controlled area of the Virtual Library).

4 CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

4.1 Immediately upon notification by the Supplier of a Financial Distress Event in accordance with Paragraph 22.3(d) (or if the Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier) and subject to Paragraph 3, the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event of the first instance within a rolling 3-month period, of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1, the Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:

(a) rectify such late or non-payment; or

(b) demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall (and shall procure that any Guarantor, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) shall):

(a) at the reasonable request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and

(b) where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a)) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:

(i) submit to the Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing). This draft should be consistent with any Service Continuity Plan required under Schedule 26 (Service Continuity Plan and Corporate Resolution Planning; and

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(ii) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, Guarantor, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor), as the Authority may reasonably require in order to understand the risk to the Services, which may include without limitation forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event and other information that might be price sensitive.

4.4 The Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is either:

(a) approved by the Authority;

(b) referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Remediation Plan has not been approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Remediation Plan to be held within 28 days of the date of the notice; or

(c) finally rejected by the Authority.

4.5 If the Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure.

4.6 Following approval of the Financial Distress Remediation Plan by the Authority, the Supplier shall:

(a) on a regular basis (which shall not be less than fortnightly):

(i) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Contract; and

(ii) provide a written report to the Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

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(b) where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Remediation Plan to the Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

(c) comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.

4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3(b)(ii) is available when required and on request from the Authority and within reasonable timescales. Such measures may include:

(a) obtaining in advance written authority from Key Sub-contractors, the Guarantor, Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) authorising the disclosure of the information to the Authority and/or entering into confidentiality agreements which permit disclosure;

(b) agreeing in advance with the Authority, Key Sub-contractors, the Guarantor Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Authority;

(c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Authority (which may include (without limitation) making information available to nominated Authority personnel through confidential arrangements, subject to their consent); and

(d) disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymization and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5 FINANCIAL INDICATORS

5.1 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

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Financial Indicator	Calculation [1]	Financial Target Threshold:	Monitoring and Reporting Frequency (if different from the default position set out in Paragraph 2.3(b))
1 The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for the last two 12-month periods	*Operating Margin = Operating Profit / Revenue*	> 5%	Tested and reported at least quarterly in arrears based on the latest publicly available information. Calculation as a minimum should be updated within 285 days of each Accounting Reference Date based upon figures for the 12 months ending on the relevant accounting reference date.
2 Net Debt to EBITDA Ratio	*Net Debt to EBITDA ratio = Net Debt / EBITDA*	< 3.5 times	Tested and reported at least quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date
3 Net Debt + Net Pension Deficit to EBITDA ratio	Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA	< 5 times	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date.
4 Net Interest Cover	*Net Interest Payable Cover = Earnings Before Interest and Tax / Net Interest Payable*	> 3 times	Tested and reported at least quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.

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5 Current Ratio	*Current Ratio = Current Assets / Current Liabilities*	> 1 times	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.
6 Net Asset value	*Net Asset Value = Net Assets*	> £0	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.
7 Group Exposure Ratio	*Group Exposure Ratio = Current Assets – Group Assets – Current Liabilities*	> £0 If lower a PCG may be required	Tested and reported quarterly in arrears based on the latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.
8 Free Reserve Ratio	Free Reserve Ratio = Free Reserves / Unrestricted Expenditure	> 0.25	Tested and reported at least quarterly in arrears based on the latest available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.

Key: [1] – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

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6 MONITORED SUPPLIERS

6.1 Monitored Suppliers shall be designated at contract signature and the applicable financial indicators advised at that stage by the Authority.

6.2 A Monitored Supplier could include any Sub-contractor that is not a key subcontractor, which in the opinion of the Authority, performs (or would perform if appointed) a role:

(a) in the provision of all or any part of the Services that is such that the discontinued provision of that role would be detrimental to the ability of the Supplier to deliver the Services to its established performance standards; and/or

(b) in the provision of all or any part of the Services that is such that the discontinued provision of that role may affect the Supplier's financial stability; and/or

(c) for which it would be difficult for the Supplier to find a replacement Sub-contractor within a reasonable time.

Monitored Supplier	**Applicable Financial Indicators** (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
N/A	

7 TERMINATION RIGHTS

7.1 The Authority shall be entitled to terminate this Contract under Clause 31.1(b) (*Termination by the Authority*) if:

(a) the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 2.3(c);

(b) the supplier fails to comply with any part of Paragraph 4.3;

(c) the Authority finally rejects a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.4 to 4.5; and/or

(d) the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6(c).

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8 BOARD CONFIRMATION

8.1 If this Contract has been specified as a Critical Service Contract under Paragraph 1.1 of Part B to Schedule 26 (Service Continuity Plan and Corporate Resolution Planning) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within 120 days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Authority in the form set out at Annex 5 of this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

(a) that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or

(b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.

8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Authority (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

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ANNEX 1: RATING AGENCIES AND THEIR STANDAR RATING SYSYTEM

This Annex sets out the standard rating scales for each of the Rating Agencies selected. The Authority reserves the right to use other rating scales from other Rating Agencies that are not listed in this Annex.

Rating Agency	Credit Rating Level	Risk level
Standard and Poor's	Credit Rating Level 1 = [AAA] [AA+] [AA] [AA-] [A+] [A] [A-]	Low Risk
	Credit Rating Level 2 = [BBB+] [BBB] [BBB-] [BB+] [BB] [BB-] [B+] [B] [B-]	Greater Than Average Risk
	Credit Rating Level 3 = [CCC] [CC] [C] [D] [NR]	High Risk
Moodys	Credit Rating Level 1 = [Aaa] [Aa] [A]	Low Risk
	Credit Rating Level 2 = [Baa] [Ba] [B]	Greater Than Average Risk
	Credit Rating Level 3 = [Caa] [Ca] [C]	High Risk
Dun and Bradstreet	Credit Rating Level 1 = Failure Score of 51 or above	Low Risk
	Credit Rating Level 2 = Failure Score of 11 to 50	Greater Than Average Risk
	Credit Rating Level 3 = Failure Score of 10 or below	High Risk
Experian	Credit Rating Level 1 = 51 or above	Low Risk
	Credit Rating Level 2 = 26 to 50	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk
Companywatch	Credit Rating Level 1 = 36 and above	Low Risk
	Credit Rating Level 2 = 26 to 35	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk

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ANNEX 2: APPROPRIATE ACCEPTED MITIGATIONS

1. As at the Effective Date, the Parties agree on the following Appropriate Accepted Mitigation:

   (a) For the Supplier is the continued access to unused credit facilities that are in excess of the sum of Current Liabilities less Current Assets.

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ANNEX 3: Credit Ratings And Credit Rating Thresholds

Entity	Credit Rating (long term) *(insert the actual credit rating issued for the entity at the Effective Date)*	Credit Rating Threshold *(insert the minimum actual rating (e.g. AA-) or the minimum Credit Rating Level (e.g. Credit Rating Level 3)*
Supplier	[redacted]	
[Guarantor]	n/a	
[Supplier Ultimate Parent]	[redacted]	
[Key Sub-contractor 1]	n/a	
[Key Sub-contractor 1 Ultimate Parent]	n/a	
[etc…]		

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[Monitored Supplier 1]	n/a	

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ANNEX 4: Calculation Methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

1. ***Terminology***: The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
2. ***Groups***: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. ***Foreign currency conversion***: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. ***Treatment of non-underlying items***: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
1 **Operating Margin**	The elements used to calculate the Operating Margin should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of financial statements. Operating Profit is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit. Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero. For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income
2 **Net Debt to EBITDA Ratio**	*"**Net Debt**" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents* *"**EBITDA**" = Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as restructuring*

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Financial Indicator	Specific Methodology
	costs or impairments, and to include any share of Subsidiaries' EBITDA. The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. • *Net Debt*: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met. *EBITDA*: Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator. *The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which*

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Financial Indicator	Specific Methodology
	case the relevant Financial Target Threshold should be treated as having been met). For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income
3 **[Net Debt + Net Pension Deficit to EBITDA ratio]**	*"**Net Debt**" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents* *"**Net Pension Deficit**" = Retirement Benefit Obligations – Retirement Benefit Assets* *"**EBITDA**" = Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' EBITDA.* The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. • Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but *not* non-designated hedges). Borrowings should also include balances owed to other group members. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.

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Financial Indicator	Specific Methodology
	Cash and cash equivalents should include short-term financial investments shown in current assets. • *Net Pension Deficit*: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms. Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met. • *EBITDA*: Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met). For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income
4 **Net Interest Payable Cover**	*"**Earnings Before Interest and Tax**" = Operating profit* ***"Net Interest Payable"** = Interest payable – Interest receivable* Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of financial statements. Operating Profit is to exclude

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Financial Indicator	Specific Methodology
	exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit Interest receivable and interest payable should be shown on the face of the Cash Flow statement. Where Net interest payable is negative (i.e. the entity has net interest receivable), the relevant Financial Target Threshold should be treated as having been met. For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income
5 **Current Ratio**	All elements that are used to calculate the Current Ratio are available on the face of the Balance Sheet in a standard set of financial statements.
6 **Net Asset value**	Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity). For Charities Net Assets would be Total Charity Funds
7 **Group Exposure Ratio**	*"**Group Assets**" = Current and Non-Current Balances owed by Group Undertakings* *Group Exposure*: Balances owed by (i.e. receivable from) Group Undertakings are shown within Non-Current assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In

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Financial Indicator	Specific Methodology
	many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. *Current Assets & Current Liabilities*: Both Current assets and Current Liabilities are shown on the face of the Balance Sheet
8 Free Reserve Ratio	*"Free Reserves" = Unrestricted Reserves – Designated Reserves (Unless these are for Continuity purposes) – Non-cashable Assets (e.g. PPE, Intangible Assets etc.)* Expenditure is shown on the face of the Income Statement (or Statement of Financial Activities)

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ANNEX 5: BOARD CONFIRMATION

Supplier Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at Paragraph 8 of Schedule 18 (Financial Distress) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

1. that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or

2. of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair ……

Signed ……

Date ……

Director ……

Signed ……

Date ……

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Schedule 19 – Financial Reports and Audit Rights

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Schedule 19 – Financial Reports and Audit Rights

1 Definitions

In this Schedule, the following definitions shall apply:

Annual Contract Report means the annual contract report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B.

Audit Agents means:

(a) the Authority's internal and external auditors;

(b) the Authority's statutory or regulatory auditors;

(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;

(d) HM Treasury or the Cabinet Office;

(e) any party formally appointed by the Authority to carry out audit or similar review functions; and

(f) successors or assigns of any of the above.

Contract Amendment Report means the contract amendment report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B.

Final Reconciliation Report means the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B.

Financial Model means the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Authority in accordance with Paragraph 2 of Part B.

Financial Reports means the Contract Inception Report and the reports listed in the table in Paragraph 1.1 of Part B;.

Financial Representative means a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports.

Financial Transparency Objectives has the meaning given in Paragraph 1 of Part B.

Material Change means a Change which:

(a) materially changes the profile of the Charges; or

(b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by the lesser of:

(i) 5% or more; or

(ii) £1m or more,

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For the avoidance of doubt, this definition is strictly applicable to the provisions of this Schedule 18 (Financial Distress) only. The provisions of Schedule 72 of the Public Contract Regulations 2015 are applicable and take precedence in all other circumstances;

Onerous Contract means a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37.

Onerous Contract Report means a report provided by the Supplier pursuant to Paragraph 3 of Part B to this Schedule.

Open Book Data means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:

(a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;

(b) operating expenditure relating to the provision of the Services including an analysis showing:

(i) the unit costs and quantity of consumables and bought-in services;

(ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;

(iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and

(iv) Reimbursable Expenses;

(c) Overheads;

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

(e) the Supplier Profit achieved over the Term and on an annual basis;

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

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

(h) the actual Costs profile for each Service Period.

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Part A – Financial Transparency Objectives and Open Book Data

1 Financial Transparency Objectives

The Supplier acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Authority in order to achieve, the following objectives:

(a) **Understanding the Charges**

(i) for the Authority to understand any payment sought from it by the Supplier including an analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Personnel in providing the Services and the Supplier Profit Margin;

(ii) for both Parties to be able to understand the Financial Model and Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

(iii) to facilitate the use of Guaranteed Maximum Price with Target Cost pricing mechanisms (where relevant as referred to in Schedule 15 (*Charges and Invoicing*);

(b) **Agreeing the impact of Change**

(i) for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges;

(ii) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

(c) **Continuous improvement**

(i) for the Parties to challenge each other with ideas for efficiency and improvements; and

(ii) to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the **Financial Transparency Objectives**).

2 Open Book Data

2.1 The Supplier acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority's need for complete transparency in the way in which the Charges are calculated.

2.2 During the Term, and for a period of 7 years following the end of the Term, the Supplier shall:

(a) maintain and retain the Open Book Data; and

(b) disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

3 Onerous Contracts

3.1 If the Supplier publicly designates the Contract as an Onerous Contract (including where the Supplier has identified the Contract as such in any published accounts or public reports and announcements), the Supplier shall promptly notify the Authority of the designation and shall prepare and deliver to the Authority

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within the timescales agreed by the Parties (an in any event, no later than 2 months following the publication of the designation) a draft Onerous Contract Report which includes the following:

(a) An initial root cause analysis of the issues and circumstances which may have contributed to the Contract being designated as an Onerous Contract;

(b) An initial risk analysis and impact assessment on the provision of the Services as a result of the Supplier's designation of the Contract as an Onerous Contract;

(c) the measures which the Supplier intends to put in place to minimise and mitigate any adverse impact on the provision on the Services;

(d) details of any other options which could be put in place to remove the designation of the Contract as an Onerous Contract and/or which could minimise and mitigate any adverse impact on the provision of the Services.

3.2 Following receipt of the Onerous Contract Report, the Authority shall review and comment on the report as soon as reasonably practicable and the Parties shall cooperate in good faith to agree the final form of the report, which shall be submitted to the Programme Board, such final form report to be agreed no later than 1 month following the Authority's receipt of the draft Onerous Contract Report.

3.3 The Programme Board shall meet within 14 Working Days of the final Onerous Contract Report being agreed by the Parties to discuss the contents of the report; and the Parties shall procure the attendance at the meeting of any key participants where reasonably required (including the Cabinet Office Markets and Suppliers team where the Supplier is a Strategic Supplier; representatives from any Key Sub-contractors/Monitored Suppliers; and the project's senior responsible officers (or equivalent) for each Party).

3.4 The Supplier acknowledges and agrees that the report is submitted to the Authority and Programme Board on an information only basis and the Authority and Programme Board's receipt of and comments in relation to the report shall not be deemed to be an acceptance or rejection of the report nor shall it relieve the Supplier of any liability under this Contract. Any Changes to be agreed by the Parties pursuant to the report shall be subject to the Change Control Procedure.

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Part B – Financial Reports

1 Provision of the Financial Reports

1.1 The Supplier shall provide

(a) the Contract Inception Report on or before the Effective Date; and

(b) during the Term the following financial reports to the Authority, in the frequency specified below:

Financial Report	When to be provided
Contract Amendment Report	Within 1 month of a Material Change being agreed between the Supplier and the Authority
Quarterly Contract Report	Within 1 month of the end of each Quarter
Annual Contract Report	Within 1 month of the end of the Contract Year to which that report relates
Final Reconciliation Report	Within 6 months after the end of the Term

1.2 The Supplier shall provide to the Authority the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Supplier on or before the Effective Date for the purposes of this Contract. The Authority shall be entitled to modify the template for any Financial Report by giving written notice to the Supplier, including a copy of the updated template.

1.3 A copy of each Financial Report shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

1.4 Each Financial Report shall:

(a) be completed by the Supplier using reasonable skill and care;

(b) incorporate and use the same defined terms as are used in this Contract;

(c) quote all monetary values in pounds sterling;

(d) quote all Costs as exclusive of any VAT; and

(e) quote all Costs and Charges based on current prices.

1.5 Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as:

(a) being accurate and not misleading;

(b) having been prepared in conformity with generally accepted accounting principles within the United Kingdom;

(c) being a true and fair reflection of the information included within the Supplier's management and statutory accounts; and

(d) compliant with the requirements of Paragraph 1.6.

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1.6 The Supplier shall:

(a) prepare each Financial Report using the same methodology as that used for the Contract Inception Report;

(b) to the extent permitted by Law, ensure that each Annual Contract Report and each Contract Amendment Report (if any) is a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;

(c) to the extent permitted by Law, ensure that the Final Reconciliation Report is a true and fair reflection of the Costs; and

(d) not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

1.7 During the Term, and for a period of 18 months following the end of the Term, the Supplier shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Financial Reports and/or Open Book Data.

1.8 If the Supplier becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:

(a) the Costs incurred (or those forecast to be incurred) by the Supplier; and/or

(b) the forecast Charges for the remainder of the Term,

the Supplier shall, as soon as practicable, notify the Authority in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this Paragraph 1.8 shall not have the effect of amending any provisions of this Contract.

2 Financial Model

2.1 Following the delivery by the Supplier of each Annual Contract Report and any Contract Amendment Report:

(a) the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting;

(b) the Supplier shall make appropriate Supplier Personnel and advisers available to discuss any variations between the relevant Financial Report and the Contract Inception Report or immediately preceding Annual Contract Report or Contract Amendment Report (as the case may be) and to explain such variations (with reference to supporting evidence) to the satisfaction of the Authority; and

(c) the Authority shall either within 10 Working Days of the meeting referred to in Paragraph 2.1(a) notify the Supplier that:

(i) the relevant Financial Report contains errors or omissions or that further explanations or supporting information is required, in which event the Supplier shall make any necessary modifications to the Financial Report and/or supply the Authority with such supporting evidence as is required to address the Authority's concerns within 10 Working Days of such notification and the Authority shall following receipt of such amended Financial Report and/or supporting information, approve or reject such Financial Report; or

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(ii) the Authority has approved the relevant Financial Report.

2.2 Following approval by the Authority of the relevant Financial Report in accordance with Paragraph 2.1(c) that version shall become, with effect from the date of such approval, the current approved version of the Financial Model for the purposes of this Contract, a version of which shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

2.3 If the Parties are unable to reach agreement on any Financial Report within 30 Working Days of its receipt by the Authority, the matter shall be referred for determination in accordance with Schedule 23 (*Dispute Resolution Procedure*).

3 Discussion of Quarterly Contract Reports and Final Reconciliation Report

3.1 Following the delivery by the Supplier of each Quarterly Contract Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

3.2 Following the delivery by the Supplier of the Final Reconciliation Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

4 Key Sub-contractors

4.1 The Supplier shall, if requested by the Authority, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its Key Sub-contractors.

4.2 Without prejudice to Paragraph 1.1 of Part B the Supplier shall:

(a) be responsible for auditing the financial models/reports of its Key Sub-contractors and for any associated costs and expenses incurred or forecast to be incurred; and

(b) on written request by the Authority, provide the Authority or procure that the Authority is provided with:

(i) full copies of audit reports for the Key Sub-contractors. The Authority shall be entitled to rely on such audit reports; and

(ii) further explanation of, and supporting information in relation to, any audit reports provided.

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Part C – Audit Rights

1 Audit Rights

1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors of the Supplier's obligations under this Contract, including for the following purposes:

(a) to verify the integrity and content of any Financial Report;

(b) to verify the accuracy of the Charges and any other amounts payable by the Authority under this Contract (and proposed or actual variations to such Charges and payments);

(c) to verify the Costs (including the amounts paid to all Sub-contractors and any third party suppliers);

(d) to verify the Certificate of Costs and/or the Open Book Data;

(e) to verify the Supplier's and each Key Sub-contractor's compliance with this Contract and applicable Law;

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

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

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

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

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

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

(l) to verify the accuracy and completeness of any Management Information delivered or required by this Contract;

(m) to review any Performance Monitoring Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;

(n) to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);

(o) to review the accuracy and completeness of the Registers;

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(p) to review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

(q) to review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);

(r) to review the Supplier's compliance with the Standards;

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

(t) to review the integrity, confidentiality and security of the Authority Data.

1.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Authority may not conduct an audit of the Supplier or of the same Key Sub-contractor more than twice in any Contract Year.

1.3 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.

2 Conduct of Audits

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

2.2 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:

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

(b) reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

(c) access to the Supplier System; and

(d) access to Supplier Personnel.

2.3 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Performance Indicators at a level of detail sufficient to verify compliance with the Performance Indicators.

2.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

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3 Use of Supplier's Internal Audit Team

3.1 As an alternative to the Authority's right pursuant to Paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an audit is undertaken by the Supplier's own internal audit function for any of the purposes set out in Paragraph 1.1.

3.2 Following the receipt of a request from the Authority under Paragraph 3.1 above, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:

(a) the resultant audit reports; and

(b) all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.

4 Response to Audits

If an audit undertaken pursuant to Paragraphs 1 or 3 identifies that:

(a) the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;

(b) there is an error in a Financial Report, the Supplier shall promptly rectify the error;

(c) the Authority has overpaid any Charges, the Supplier shall pay to the Authority:

(i) the amount overpaid;

(ii) interest on the amount overpaid at the applicable rate under the *Late Payment of Commercial Debts (Interest) Act 1998*, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Supplier; and

(iii) the reasonable costs incurred by the Authority in undertaking the audit,

the Authority may exercise its right to deduct such amount from the Charges if it prefers; and

(d) the Authority has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Authority.

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Schedule 21 – Governance

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Schedule 21 – Governance

1 Definitions

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 Annex 1 and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3.

Boards means the Monthly Contract Management Board, Quarterly Contract Management Board, and Quarterly Supplier Board, and **Board** shall mean any of them.

Monthly Contract Management Board means the body described in Paragraph 4.

Project Managers means the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2.

Quarterly Contract Management Board means the body described in Paragraph 5.

Quarterly Supplier Board means the body described in Paragraph 6.

2 Management of the Services

2.1 The Supplier and the Authority shall each appoint a project 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:

(a) Authority Board Members;

(b) Supplier Board Members;

(c) frequency that the Board shall meet (unless otherwise agreed between the Parties);

(d) location of the Board's meetings; and

(e) planned start date by which the Board shall be established,

shall be as set out in Annex 1.

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

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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:

(a) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

(b) 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 Annex 1. The chairperson shall be responsible for:

(a) scheduling Board meetings;

(b) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;

(c) chairing the Board meetings;

(d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;

(e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven Working Days after the Board meeting; and

(f) 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.

4 Role of the Monthly Contract Management Board

The Monthly Contract Management Board shall be responsible for the executive management of the Services and shall:

(a) review and provide commentary on the Supplier's overall performance of the Services since the preceding month, and address any performance-related questions or concerns raised by the Authority;

(b) review the Supplier's progress against the Key Performance Indicators;

(c) identify and manage risks relating to the performance of the Services; and

(d) provide effective forecasting and strategy guidance.

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5 Role of the Quarterly Contract Management Board

5.1 The Quarterly Contract Management Board shall:

(a) provide senior level guidance, leadership and strategy for the overall delivery of the Services; and

(b) carry out the specific obligations attributed to it in Paragraph 5.2.

5.2 The Quarterly Contract Management Board shall:

(a) conduct a thorough review of quarterly financial performance data supplied to the Authority;

(b) conduct a thorough review of the Supplier's operational performance under this Contract;

(c) review this Contract and ensure that the Parties are meeting their contractual obligations throughout the Term.

6 Role of the Quarterly Supplier Board

6.1 The Quarterly Supplier Board shall enable the Supplier to present, discuss and agree overall strategic objectives and to review progress against these objectives with the Authority.

6.2 The Quarterly Supplier Board shall:

(a) ***[DN: to be inserted by Authority at Contract award].***

7 Contract Management Mechanisms

7.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

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

(a) the identification and management of risks;

(b) the identification and management of issues; and

(c) monitoring and controlling project plans.

7.3 The Risk Register shall be updated by the Supplier and submitted for review by the Monthly Contract Management Board and Quarterly Supplier Board.

8 Annual Review

8.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.

8.2 The meetings shall be attended by the Director of Operations of the Supplier and the Authority's Senior Responsible Officer and any other persons considered by the Authority necessary for the review.

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Annex 1 – Representation and Structure of Boards

Monthly Contract Management Board

Authority Members of Monthly Contract Management Board	Authority's policy contract manager [Chairperson], commercial contract manager, and commercial finance staff member
Supplier Members of Monthly Contract Management Board	Supplier's contract manager
Start Date for Monthly Contract Management Board	Operational Services Commencement Date
Frequency of Monthly Contract Management Board	Monthly
Location of Monthly Contract Management Board	Virtual

Quarterly Contract Management Board

Authority members of Quarterly Contract Management Board	Authority's policy contract manager [Chairperson], commercial contract manager, and commercial finance staff member
Supplier members of Quarterly Contract Management Board	Supplier's senior staff member
Start date for Quarterly Contract Management Board	Operational Services Commencement Date
Frequency of Quarterly Contract Management Board	Quarterly
Location of Quarterly Contract Management Board	Virtual

Quarterly Supplier Board

Authority Members of Quarterly Supplier Board	***[DN: to be inserted by Authority at Contract award].***
Supplier Members of Quarterly Supplier Board	***[DN: to be inserted by Authority at Contract award].***
Start Date for Quarterly Supplier Board	***[DN: to be inserted by Authority at Contract award].***
Frequency of Quarterly Supplier Board	Quarterly
Location of Quarterly Supplier Board	Hybrid (Virtual/In-Person)

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Schedule 22 – Change Control Procedure

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Schedule 22 – Change Control Procedure

1 Definitions

In this Schedule, the following definitions shall apply:

Authority Change Manager means the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative.

Change Request means a written request for a Contract Change which shall be substantially in the form of Annex 1.

Change Communication means any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule.

Drafting Party means the Party that will prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Receiving Party for its signature.

Fast-track Change means any Contract Change which the Parties agree to expedite in accordance with Paragraph 8.

Impact Assessment means an assessment of a Change Request in accordance with Paragraph 5.

Impact Assessment Estimate means has the meaning given in Paragraph 4.3;.

Receiving Party means the Party which receives a proposed Change Authorisation Note for signature pursuant to Paragraph 6.2.

Supplier Change Manager means the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative.

2 General Principles of Change Control Procedure

2.1 This Schedule sets out the procedure for dealing with Changes.

2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.

2.3 The Parties shall deal with Contract Change as follows:

(a) either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;

(b) unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;

(c) the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;

(d) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 6.3;

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(e) save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2; and

(f) if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.

2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 14 (*Testing Procedures*), and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.

2.5 Until a Change Authorisation Note has been signed and issued in accordance with Paragraph 6.2, then:

(a) unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and

(b) any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

2.6 Unless the Authority directs otherwise, the Supplier shall:

(a) within 10 Working Days of the final signature and issue of a Change Authorisation Note, deliver to the Authority a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

(b) thereafter provide to the Authority such further copies of the updated Contract as the Authority may from time to time request.

3 Costs

3.1 Subject to Paragraph 3.3:

(a) the costs of preparing each Change Request shall be borne by the Party making the Change Request; and

(b) the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Authority shall not be required to pay any such costs if:

(i) such costs are below £5,000,

(ii) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or

(iii) such costs exceed those in the accepted Impact Assessment Estimate.

3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 15 (*Charges and Invoicing*). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed

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Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be:

(a) strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change; and

(b) aligned with the original Charges mechanism set out in the Contract at the Effective Date.

3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

4 Change Request

4.1 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of Annex 1 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.

4.3 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate (**Impact Assessment Estimate**) of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.

4.4 If the Authority accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

(a) The nature of the request for clarification; and

(b) The reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

5 Impact Assessment

5.1 Each Impact Assessment shall be completed in good faith and shall include:

(a) details of the proposed Contract Change including the reason for the Contract Change; and

(b) details of the impact of the proposed Contract Change on the Services, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Contract;

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(c) any variation to the terms of this Contract that will be required as a result of that impact, including changes to:

(i) the Services Description, the Performance Indicators and/or the Target Performance Levels;

(ii) the format of Authority Data, as set out in the Services Description;

(iii) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;

(iv) other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority's IT infrastructure;

(d) details of the cost of implementing the proposed Contract Change;

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

(f) a timetable for the implementation, together with any proposals for the testing of the Contract Change;

(g) details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and

(h) such other information as the Authority may reasonably request in (or in response to) the Change Request.

5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the UK, in the event of the Personal Data being subject to UK GDPR, or the EU, in the event of the Personal Data being subject to EU GDPR, the preparation of the Impact Assessment shall also be subject to Clause 21 (*Protection of Personal Data*).

5.3 Subject to the provisions of Paragraph 5.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within 15 Working Days of receiving the Impact Assessment, it.

5.4 If the Authority receives a proposed Contract Change from the Supplier and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within 5 Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within 10 Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5.5 The calculation of costs for the purposes of Paragraphs 5.1(d) and (e) shall:

(a) be based on the Financial Model;

(b) facilitate the Financial Transparency Objectives;

(c) include estimated volumes of each type of resource to be employed and the applicable rate card;

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(d) include full disclosure of any assumptions underlying such Impact Assessment;

(e) include evidence of the cost of any assets required for the Change; and

(f) include details of any new Sub-contracts necessary to accomplish the Change.

6 Authority's Right of Approval

6.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

(a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;

(b) in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or

(c) in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within 5 Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within 10 Working Days.

6.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 6.3, then it shall inform the Supplier and, unless otherwise directed by the Authority, the Supplier shall be the Drafting Party. Following receipt by the Receiving Party of the Change Authorisation Note, it shall sign both copies and return one copy to the Drafting Party. Unless otherwise specified, on the Receiving Party's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.

6.3 If the Receiving Party does not sign the Change Authorisation Note within 10 Working Days of receipt, then the Drafting Party shall have the right to notify the Receiving Party and if the Receiving Party does not sign the Change Authorisation Note within 5 Working Days of such notification, then the Drafting Party may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

7 Supplier's Right of Approval

Following an Impact Assessment, if:

(a) the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

(i) materially and adversely affect the risks to the health and safety of any person; and/or

(ii) require the Services to be performed in a way that infringes any Law; and/or

(b) the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services

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Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8 Fast-Track Changes

8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

8.2 If:

(a) the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12 month period; and

(b) both Parties agree the value of the proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed £100,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 6.3 but with reduced timescales, such that any period of 15 Working Days is reduced to 5 Working Days, any period of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a 12 month period.

9 Operational Change Procedure

9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

(a) have an impact on the business of the Authority;

(b) require a change to this Contract;

(c) have a direct impact on use of the Services; or

(d) involve the Authority in paying any additional Charges or other costs.

9.2 The Authority may request an Operational Change by submitting a written request for Operational Change (**RFOC**) to the Supplier Representative.

9.3 The RFOC shall include the following details:

(a) the proposed Operational Change; and

(b) the time-scale for completion of the Operational Change.

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9.4 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

9.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

10 Communications

For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 42 (*Notices*) shall apply to a Change Communication as if it were a notice.

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Annex 1 – Change Request Form

CR No.:	Title:	Type of change:
Contract:	Required by date:	
Action:	Name:	Date:
Raised by:		
Area(s) impacted (optional field):		
Assigned for impact assessment by:		
Assigned for impact assessment to:		
Supplier reference no.:		
Full description of requested contract change (including proposed changes to the wording of the contract):		
Details of any proposed alternative scenarios:		
Reasons for and benefits and disadvantages of requested contract change:		
Signature of requesting change owner:		
Date of request:		

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Annex 2 – Change Authorisation Note

CR No.:	Title:	Date raised:
Contract:	Type of change:	Required by date:
[Key milestone date: [if any]]		
Detailed description of contract change for which impact assessment is being prepared and wording of related changes to the contract:		
Proposed adjustment to the charges resulting from the contract change:		
Details of proposed one-off additional charges and means for determining these (e.g. fixed price basis):		

Signed on behalf of the authority:	Signed on behalf of the supplier:
Signature:_____	Signature:_____
Name:_____	Name:_____
Position:_____	Position:_____
Date:_____	Date:_____

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Schedule 23 – Dispute Resolution Procedure

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Schedule 23 – Dispute Resolution Procedure

1 Definitions

In this Schedule, the following definitions shall apply:

CEDR means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre 1 Patternoster Lane, St Paul's, London, EC4M 7BQ.

Counter Notice means has the meaning given in Paragraph 7.2.

Expert means in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute.

Expert Determination means determination by an Expert in accordance with Paragraph 6.

Mediation Notice means has the meaning given in Paragraph 4.2.

Mediator means the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute.

Multi-Party Dispute means a Dispute which involves the Parties and one or more Related Third Parties.

Multi-Party Dispute Representatives means has the meaning given in Paragraph 9.6.

Multi-Party Dispute Resolution Board means has the meaning given in Paragraph 9.6.

Related Third Party means a party to:

(a) another contract with the Authority or the Supplier which is relevant to this Contract; or

(b) a Sub-contract.

Supplier Request means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2 Dispute Notices

2.1 If a Dispute arises then:

(a) the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

(b) if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

(a) shall set out:

(i) the material particulars of the Dispute;

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(ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(iii) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

(b) may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2(b), then:

(a) if it is served by the Authority it shall be treated as a Multi-Party Procedure Initiation Notice; and

(b) if it is served by the Supplier it shall be treated as a Supplier Request,

and in each case the provisions of Paragraph 9 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

(a) first by commercial negotiation (as prescribed in Paragraph 4);

(b) then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and

(c) lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 44 (*Governing Law and Jurisdiction*)).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8 (*Urgent Relief*).

3 Expedited Dispute Timetable

3.1 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

(a) in Paragraph 4.2(c), 10 Working Days;

(b) in Paragraph 5.2, 10 Working Days;

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(c) in Paragraph 6.2, 5 Working Days; and

(d) in Paragraph 7.2, 10 Working Days.

3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable Paragraphs (or 2 Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

4 Commercial Negotiation

4.1 Following the service of a Dispute Notice, then, so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Authority's Senior Responsible Officer and the Supplier's Chief Executive.

4.2 If:

(a) either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;

(b) the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or

(c) the Parties have not settled the Dispute in accordance with Paragraph 4.1 within 30 Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a **Mediation Notice**).

5 Mediation

5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.

5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

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6 Expert Determination

6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.

6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within 10 Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:

(a) if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);

(b) if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or

(c) if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2(a) or (b), on the instructions of the president (or equivalent) of:

(i) an appropriate body agreed between the Parties; or

(ii) if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.

6.3 The Expert shall act on the following basis:

(a) they shall act as an expert and not as an arbitrator and shall act fairly and impartially;

(b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;

(c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within 30 Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;

(d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within 20 Working Days of the Expert's determination being notified to the Parties;

(e) the process shall be conducted in private and shall be confidential; and

(f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7 Arbitration

7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.

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7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have 15 Working Days following receipt of such notice to serve a reply (a **Counter Notice**) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such 15 Working Day period.

7.3 If the Authority serves a Counter Notice, then:

(a) if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or

(b) if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.

7.4 If the Authority does not serve a Counter Notice within the 15 Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:

(a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (**LCIA**) (subject to Paragraphs 7.5(e), (f) and (g));

(b) the arbitration shall be administered by the LCIA;

(c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

(d) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

(e) the chair of the arbitral tribunal shall be British;

(f) the arbitration proceedings shall take place in London and in the English language; and

(g) the seat of the arbitration shall be London.

8 Urgent Relief

Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

(a) for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

(b) where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

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9 Multi-Party Disputes

9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the **Multi-Party Dispute Resolution Procedure**).

9.2 If at any time following the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a **Multi-Party Procedure Initiation Notice**.

9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Authority.

9.4 The Authority shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:

(a) a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

(b) not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 8.

9.5 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

9.6 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the **Multi-Party Dispute Resolution Board**) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

(a) the Authority;

(b) the Supplier;

(c) each Related Third Party involved in the Multi-Party Dispute; and

(d) any other representatives of any of the Parties and/or any Related Third Parties whom the Authority considers necessary,

(together **Multi-Party Dispute Representatives**).

9.7 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

(a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

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(b) the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

(c) in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

9.8 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

(a) either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 5 shall apply;

(b) either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 shall apply; and/or

(c) subject to Paragraph 9.9, Paragraph 7 shall apply to the Multi-Party Dispute,

and in each case references to the **Supplier** or the **Parties** in such provisions shall include a reference to all Related Third Parties.

9.9 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub Contractor, by the Supplier.

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Schedule 24 – Reports and Records Provisions

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Schedule 24 – Reports and Records Provisions

1 Reports

The Authority may require any or all of the following reports:

(a) delay reports;

(b) reports relating to Testing and tests carried out under Schedule 5 (*Security Management*) and Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);

(c) reports which the Supplier is required to supply as part of the Management Information;

(d) annual reports on the Insurances;

(e) security reports; and

(f) Force Majeure Event reports.

2 Virtual Library

2.1 The Supplier shall, within thirty (30) days of the Effective Date and without charge to the Authority, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Contract available in in accordance with the requirements outlined in this Schedule.

2.2 The Supplier shall ensure that the Virtual Library is:

(a) capable of holding and allowing access to the information described in Annex 2 of this Schedule and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;

(b) structured so that each document uploaded has a unique identifier which is automatically assigned;

(c) readily accessible by the Authority at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time,

(d) structured so as to allow nominated users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);

(e) structured and maintained in accordance with the security requirements as set out in this Contract including those set out in Schedule 5 (*Security Management*);

(f) created and based on open standards in Schedule 4 (*Standards*); and

(g) backed up on a secure off-site system.

2.3 For the avoidance of doubt, the Virtual Library (excluding any Software used to host it) shall form a database which constitute Project Specific IPR which shall be assigned to the Authority pursuant to Paragraph 2.1 of Schedule 32 (*Intellectual Property Rights*) of this Contract.

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2.4 The Supplier shall upload complete and accurate information specified in Annex 2 by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with Paragraph 2.1) onto Virtual Library in the format specified.

2.5 Upon any document being uploaded to the Virtual Library, and where the Authority has been granted Access Permission to that document, the Supplier shall email on the same date as the upload, a copy of the document to the nominated Authority email address at:

[DN: Authority to insert prior to contract signature]

2.6 Except for notices under Clause 42.4 or items covered by Clause 42.6, where the Supplier is under an obligation to provide information to the Authority in a provision under this Contract, then the Supplier's upload of that information onto the Virtual Library shall satisfy the Supplier's obligation to provide the Authority with that information provided that the Authority has access in accordance with this Paragraph 2 and the uploaded information meets the requirements more particularly specified in the relevant provision.

2.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 2 shall not take precedence over any other obligation to provide information in this Contract and the Supplier shall refer to the applicable clause for further details as to the requirement.

2.8 The Supplier shall provide each specified person (as set out in column 6 of the table at Annex 2) access to view and download the specified information in the Virtual Library in Annex 2 subject upon the occurrence of the event specified in the column marked Access Permission in Annex 2 to this Schedule.

2.9 Where Access Permission is not listed (in column 6 of the table at Annex 2) as being subject to the occurrence of a certain event the Supplier shall grant access to the person and information specified (in column 6 of the table at Annex 2) from the Initial Upload Date.

2.10 Where Access Permission is specified as being granted to the Authority's Third Party Auditor (prior to the Authority being granted access) it shall:

(a) be entitled to access, view and download information specified in Annex 2 subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under Paragraph 10A2.10(b) of this Schedule); and

(b) report to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.

2.11 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 2. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.

2.12 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Contract at the date of upload.

2.13 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand due to an Update Requirement specified in Annex 2.

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2.14 In the event of a conflict between any requirement in this Contract (excluding Annex 2) for the Supplier to provide information to the Authority and the requirements set out in Annex 2 of this Schedule, the requirement elsewhere in this Contract shall prevail.

2.15 The Supplier shall ensure that all approved users of the Virtual Library are alerted by email each time that information in the Virtual Library is uploaded or updated as it occurs.

2.16 No later than one (1) Month prior to the Operational Service Commencement Date, the Supplier shall provide training manuals to the Authority relating to the use of the Virtual Library.

2.17 On request by the Authority the Supplier shall provide the Authority's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.

2.18 For the avoidance of doubt, the cost of any redactions, access restrictions or compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library shall be at the Supplier's own cost and expense.

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Annex 1 – Not Used

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Annex 2 – Records to be Kept by the Supplier

The records to be kept by the Supplier are:

1 This Contract, its Schedules and all amendments to such documents.

2 All other documents which this Contract expressly requires to be prepared.

3 Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.

4 Notices, reports and other documentation submitted by any Expert.

5 All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.

6 Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.

7 All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.

8 All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.

9 Documents prepared by the Supplier in support of claims for the Charges.

10 Documents submitted by the Supplier pursuant to the Change Control Procedure.

11 Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.

12 Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.

13 Invoices and records related to VAT sought to be recovered by the Supplier.

14 Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.

15 Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.

16 All documents relating to the insurances to be maintained under this Contract and any claims made in respect of them.

17 All journals and audit trail data referred to in Schedule 5 (*Security Management*).

18 All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Contract.

Records to Upload to Virtual Library

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Cl.5.5 (e), (f), 5.8(b)	Documentation	As appropriate and agreed by the Authority	Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable.	-	Authority
Cl 6.4	Detailed Implementation Plan	Sch 13	Within 20 Working Days of Effective Date	Every 3 months from Effective Date	Authority
Cl 33.8(h)	Annual slavery and human trafficking report	As appropriate and agreed by the Authority	Within twelve (12) months	Every twelve (12) months	Authority
Cl 14.3	Key Personnel	Sch 29	Effective Date	On replacement of Key Personnel	Authority
Cl 15.7	Notified Key Subcontractors	Sch 10	Effective Date	On replacement of key subcontractor	Authority
Cl 15.6 and 15.7	Notified Key Sub-Contractors	Sch 10	Effective Date	With each approved appointment or variation	Authority
Cl 15.28	Supply chain Transparency Reports	Sch 24, Annex 3	thirty days prior to the of the end of each financial year	Every twelve (12) months	Authority
Sch 3, Part B, Para 1.1	Performance Monitoring Report and the Balanced Scorecard Report	Sch	Service Commencement	Within ten (10) Working Days of the end of each Service Period	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 3, Part B, Para 4.1.1	Total number of incoming telephone enquiries to the UK ENIC contact centre	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Percentage of incoming calls that are answered by a real person within 20 seconds	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Number of calls received outside of the 09:00 and 17:00 (GMT/BST on Business Days) opening hours	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Total number of online account messages for the UK ENIC Service	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Total number of live chats in relation to the UK ENIC Service	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Percentage of incoming web-chat requests that are answered by a real person within 20 seconds	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Total number of emails received in relation to the UK ENIC Service	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Number of Statements of Comparability applications received (standard service)	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 3, Part B, Para 4.1.1	Timeliness of issue of Statements of Comparability – percentage of standard service applications delivered within the required timescale during the quarter	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Number of Statements of Comparability applications received (48-hour fast-track service)	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Timeliness of issue of Statements of Comparability – percentage of 48-hour fast track applications delivered within the required timescale during the quarter	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Number of Statements of Comparability applications received (24-hour fast-track service)	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Timeliness of issue of Statements of Comparability – percentage of 24-hour fast track applications delivered within the required timescale during the quarter	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 3, Part B, Para 4.1.1	Number of UK Qualification Reference Statement applications received	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Comparison of the numbers of applications compared to the previous 3 months	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Percentage of Statements of Comparability delivered electronically	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Percentage of Statements of Comparability delivered in hard format	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Country of Origin of Statement of Comparability - summary of trends including where the highest numbers are from and increase since the previous year, top 5 decreases, and top 5 increases (with percentage figures showing annual changes)	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Country of Origin of Statement of Comparability – top 20 countries for applications for Statements of Comparability, with numbers for each, along with the percentage difference	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
	for the previous month and the same month in the previous year for each of the 20 countries.				
Sch 3, Part B, Para 4.1.1	Country of Origin of Statement of Comparability Trends – number of qualifications submitted for the top 5 countries for the current and preceding 11 months	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Statements of comparability service Refugees/displaced persons – MI showing volumes requested and time taken for completion of statements to include details to show where applicants are classed as being a refugee or displaced person and country of origin	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Qualification Levels – the number of qualifications received from Applicants, split into the following categories: school; post-school; undergraduate; postgraduate.	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Qualification Levels – breakdown of levels (school, post-school, undergraduate,	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
	postgraduate) for any country with where more than 100 qualifications are received				
Sch 3, Part B, Para 4.1.1	Fraud – number of pieces of evidence that have been checked for fraud	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Fraud – the number and country of origin of each case of detected fraudulent qualifications received	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Reassessments – number of requests for a re-assessment following the initial award of a Statement of Comparability, including outcomes (how many led to a change in the initial result).	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Percentage of Applicants who made a complaint	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	ENIC Website & ENIC Contact centre Customer Satisfaction (Individuals) – details of the feedback provided by these customers, including the percentage of customers who	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
	received a feedback survey and how many returned it.				
Sch 3, Part B, Para 4.1.1	Corporate Bundle Applications – the number of applications that are received by customers who have purchased a bundle of Applications, including a comparison of the previous 12 months to show trends	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Membership – the number of current subscribers to the ENIC database	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Membership – number of enquiries from subscription members, including data for the previous 12 months to show trends	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Membership – number of enquiries from each of the top-20 subscribers who submitted a query during the current month, along with year-to-date numbers for each of the top-20	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Membership – top 20 countries for subscribers, including current numbers, change from the previous month, and	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
	change since the same month in the previous year				
Sch 3, Part B, Para 4.1.1	Membership – percentage of members who make a complaint	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Customer Satisfaction (ENIC Subscribers) - details of the feedback provided by these customers, including the percentage of customers who received a feedback survey and how many returned it.	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Representation – summary of each relevant meeting during the month in relation to representing the UK in the field of international qualification recognition. Date, organising body, meeting title and theme/agenda/outcome should be included as a minimum	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	ENIC Service Website and ENIC Database Availability – details of service availability/unavailability during the month, clearly showing scheduled maintenance and non-scheduled outages	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 3, Part B, Para 4.1.1	Average UK ENIC Website page load time	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Nature of, and number of, and average time taken for, Website Error Pages and Broken Links Repaired to be identified and repaired	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Social Value Achievements – to be determined following contract award based on the Supplier's bid, to show progress towards the annual target.	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Database Reviews – the percentage of the database that has been reviewed to date	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.1	Number of requested callbacks in one of the UNESCO Languages, with a percentage given to show how many were made within 2 Business Days of the request.	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.1	Details of the country entries that have been revised, including a summary of the background of the reasons for the revision.	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 3, Part B, Para 4.1.2	UK Qualifications Service Report	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.2	Non-UK Qualifications Service Report	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.2	Early Years General Service Report	As appropriate and agreed by the Authority	Commencement of monthly reporting	Monthly	Authority
Sch 3, Part B, Para 4.1.2	A quarterly report to aggregate the previous relevant Monthly reports for the purpose of quarterly meetings and KPIs.	As appropriate and agreed by the Authority	Commencement of quarterly reporting	Quarterly	Authority
Sch 3, Part B, Para 4.1.2	UK Qualifications Service Annual service report	As appropriate and agreed by the Authority	Commencement of Annual reporting	Annual	Authority
Sch 3, Part B, Para 4.1.2	Non-UK Qualifications Service Annual service report	As appropriate and agreed by the Authority	Commencement of Annual reporting	Annual	Authority
Sch 4, Annex 1, Para 4	Evidence of compliance with sustainability requirements	-	On reasonable request by Authority, provided that such requests are limited to [2] per Contract Year	On reasonable request by Authority, provided that such requests are limited to [2] per Contract Year	Authority
Sch 4, Annex 1, Para 4	Sustainability Report	Sch 4, Annex 1, Table C	As set out in Table C	As set out in Table C	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 5, Para 4.4	Security Management Plan	Sch 5, Annex 3	Within 20 Working Days of the date of the Contract	Regular review and at least annually	Authority
Sch 5, Para 6.1, 6.2 and 6.3	Security certificates	As appropriate and agreed by the Authority	Prior to receiving, storing or processing any Authority Data	-	-
Sch 6, Para 4	Evidence of Insurances	Sch 6	Effective Date	Within fifteen (15) days after policy renewal or replacement	Authority
Sch 9	Commercially Sensitive Information	Sch 9	Effective Date	Upon Agreement by the Authority to vary the information	Authority and/or Auditor
Sch 11, Para 1	Third Party Contracts	Sch 11	Effective Date	On appointment of subcontract	Authority
Sch 12	Supplier Software and Third Party Software	Sch 12	Effective Date	No less than every 6 (six) Months from the Effective Date	Authority
Sch 14, Para 4	Test Strategy	As appropriate and agreed by the Authority	Within 20 Working Days of Effective Date	Upon update to the test strategy	Authority
Sch 14, Para 5	Test Plan	As appropriate and agreed by the Authority	20 prior Working Days of relevant test	Upon update to the test plan	Authority
Sch 14, Para 8	Test Specification	As appropriate and agreed by the Authority	10 prior Working Days of relevant test	Upon update to the test specification	Authority
Sch 14, Para 8	Test Report	As appropriate and agreed by the Authority	2 Working Days prior to the date on which the test is planned to end for the Draft Test Report	Reissue with each retest	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
			5 days for the Final Test Report following the relevant test completion		
Sch 15, Part E Para 1.1	Template Invoice	As appropriate and agreed by the Authority	Within 10 Working Days of the Effective Date	Upon Agreement by the Authority to vary the template	Authority
Sch 15, Annex 4	Risk Register	Sch 15, Annex 4	Effective Date	Upon Agreement by the Authority to vary the by the Risk Management Board	Authority
Sch 17, Para 4	Benchmarking Plan	Sch 17	Upon receipt from Benchmarker	Approval of Plan	Authority and Auditor
Sch 17, Para 8	Benchmarking report	Sch 17	Upon receipt from Benchmarker	Any update	Authority and Auditor
Sch 18, Para 2.3.2	Financial Indicator Reports	Sch 18, Para 2.5	As specified in Para 2.3.2 of Sch 18	As specified in Para 2.3.2 of Sch 18	Authority
Sch 18 Para 4.3.2	Financial Distress Remediation Plan	As appropriate and agreed by the Authority	As soon as reasonably practicable and in any event within 10 Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Authority
Sch 18, Para 8	Board Confirmation	As set out at Annex 4 of Sch 18	Within 120 days of the first Accounting Reference Date to occur	Woithin 15 months of the Previous Board Confirmation Provided or within 120 days after each Accounting Reference Date (whichever is the earlier)	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 19, Part B, Para 11.1	Contract Amendment Report	Sch 19, Part B, Para 1.2	Within 1 month of a material change being agreed	-	Authority
Sch 19, Para 1.1	Quarterly Contract Report	Sch 19, Part B, Para 1.2	Within 1 month of the end of each Quarter	-	Authority
Sch 19, Part B, Para 1.1	Annual Contract Report	Sch 19, Part B, Para 1.2	Within 1 month of the end of the Contract Year to which that report relates	-	Authority
Sch 19, Part B, Para 1.1	Financial Reconciliation Report	Sch 19, Part B, Para 1.2	Within 6 months after the end of the Term	-	Authority
Sch 21, Para 3.3	Representation and Structure of boards	Sch 21 Annex 1	Within 7 days of receipt of intention, or in the case of a non-Authority board member agreement by the Authority	-	Authority
Sch 21, Para 3.5.5	Minutes of governance meetings (all boards)	As appropriate and agreed by the Authority	Within 7 days of receipt from chairperson	-	Authority
Sch 22 Para 4.3	Impact Assessment Estimate	As appropriate and agreed by the Authority	Within 10 Working Days of date of receiving change request.	-	Authority
Sch 22 Para 5	Impact Assessment	As appropriate and agreed by the Authority	Within the period agreed by the Impact Assessment Estimate	Within 10 Working Days of request by the Authority to update under Sch 22, Para 5.4	Authority
Sch 22, Para 2.6	Update full copy of the Agreement and copy of annotated version illustrating	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
	changes (unless Authority directs otherwise)				
Sch 22, Para 4	Change Request	Sch 22, 1	Within 10 Working Days of Authority issuing the Change Request	-	Authority
Sch 22, Para 6.2	Change Authorisation Note (unless Authority directs otherwise)	Sch 22, Annex 2	When Authority approves proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7	-	Authority
Sch 23, Para 2.1	Dispute Notice	Sch 23 Para 2.2	No longer than 20 Working Days from an unresolved dispute arising	Any variation	Authority
Sch 23, Para 2.4	Mediation Notice	As appropriate	When first served	Any variation	Authority
Sch 24, Para 1	Reports and Records Provisions	Sch 24, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 24, Annex 1	Authority
Sch 25, Para 2.1.1	Register of All Assets, Sub-contracts and Other Relevant Agreements	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority
Sch 25, Para 2.1.2	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Authority	Within 3 months of the Effective Date	Any variation	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 25, Para 3.1	Exit Information	As appropriate and agreed by the Authority	On reasonable notice given by the Authority at any point during the Term	Within 10 Working Days of Authority's written request	Authority and its potential Replacement Suppliers
Sch 25, Para 5.1	Exit Plan	Sch 25, Para 5.3	Within 3 months of the Effective Date	In the first month of each contract year; and Within 14 days if requested by the Authority following a Financial Distress Event Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract	Authority
Sch 25, Para 6.3.5	Provide up to date Registers during the Termination Assistance Period	As appropriate	As requested by the Authority	As appropriate	
Sch 25, Para 6.7.2	Authority Data (handback)	Sch 25, Para 3 and/or as appropriate and agreed by the Authority	At the end of the Termination Assistance Period	-	Authority
Sch 25, Annex 1, Para 1.1, Para 1.2 Para 1.3 & Para 1.4	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Authority	As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period	As specified in the Termination Assistance Notice or otherwise requested by the Authority	-

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 26 Service Continuity	Service Continuity Plan	Sch 26, Para 2.2	Within 40 Working Days from the Effective Date	Sch 26, Para 7.1	Authority
Sch 26, Para 7.2	Service Continuity Plan Review Report	Sch 26, Para 6.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.	-	-
Sch 26, Part B	Corporate Resolution Planning Information	Sch 26, Part B, Para 2.3	Sch 26 Part B Para 2.2	Sch 26, Para 2.8	Authority
Sch 28, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Authority, in a suitably anonymised format so as to comply with the DPA 2018, see Annex E2	Varies - Sch 28, Para 1.1.1 - 1.1.4	At such intervals as are reasonably requested by the Authority	Authority
Sch 28, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Authority, see Annex E2	At least 20 Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Authority and, at the discretion of the Authority, the prospective Replacement Supplier and/or any prospective Replacement Subcontractor
Sch 28, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Authority, see Annex E2	Within 20 Working Days of Authority request	Within 20 Working Days of Authority request	Authority

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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 28, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Authority, see Annex E2	Within 5 Working Days following the Service Transfer Date	-	Authority, any Replacement Supplier and/or Replacement Sub-contractor
Sch 28, Annex E1	List of Notified Sub-contractors	As appropriate and agreed by the Authority	Effective Date	Upon any change	Authority
Sch 29	Key Personnel	Sch 29	Effective Date	As amended from time to time	Authority
Sch 32, Annex 1	Foreground IPR	Annex 1 to Sch 32 (Intellectual Property Rights)	As agreed with Authority	Regularly - As agreed with Authority	Authority

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Annex 3 – Supply Chain Transparency Information Template

	Financial Year 20[ ]			
	Under this Contract		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Financial Year	£[ ]	100%	£[ ]	100%
Total value of Sub-contracted revenues (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]
Total value of Sub-contracted revenues to SMEs (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]
Total value of Sub-contracted revenues to VCSEs (£) in this Financial Year	£[ ]	[ ]	£[ ]	[ ]

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Schedule 25 – Exit Management

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Schedule 25 – Exit Management

1 Definitions

In this Schedule, the following definitions shall apply:

Emergency Exit means any termination of this Contract which is a:

(a) termination of the whole or part of this Contract in accordance with Clause 31 (*Termination Rights*), except where the period of notice given under that Clause is greater than or equal to 6 months;

(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 31 (*Termination Rights*); or

(c) wrongful termination or repudiation of this Contract by either Party.

Ethical Wall Agreement means an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 2.

Exclusive Assets means those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services.

Exit Information means has the meaning given in Paragraph 3.1.

Exit Manager means the person appointed by each Party pursuant to Paragraph 2.3 for managing the Parties' respective obligations under this Schedule.

Net Book Value means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Contract.

Non-Exclusive Assets means those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value.

Ordinary Exit means any termination of the whole or any part of this Contract which occurs:

(a) pursuant to Clause 31 (*Termination Rights*) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or

(b) as a result of the expiry of the Initial Term or any Extension Period.

Transferable Assets means those of the Exclusive Assets which are capable of legal transfer to the Authority.

Transferable Contracts means the Sub-contracts, licences for Supplier's 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, including in relation to licences all relevant Documentation.

Transferring Contracts means has the meaning given in Paragraph 7.2(c).

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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:

(ii) make, model and asset number;

(iii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;

(iv) Net Book Value;

(v) condition and physical location; and

(vi) use (including technical specifications); and

(vii) Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

(b) create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or 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 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 this 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 3 months of the Effective Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Schedule and each Party's compliance with it.

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);

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(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 this Contract; and

(g) 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 5 Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and

(b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Authority.

3.4 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 4 updates in any 6 month period.

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 Obligation to enter into an Ethical Wall Agreement on Re-tendering of Services

4.1 The Authority may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Services or any part of the Services.

4.2 If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within 10 Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

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5 Exit Plan

5.1 The Supplier shall, within 3 months after the Effective Date, deliver to the Authority an Exit Plan which:

(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 on the Partial Termination, expiry or termination of this Contract;

(b) complies with the requirements set out in Paragraph 5.2; and

(c) is otherwise reasonably satisfactory to the Authority.

5.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 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 this 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 (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;

(k) how the Termination Services would be provided (if required) during the Termination Assistance Period;

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(l) procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 28 (*Staff Transfer*); and

(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 to or degradation of the Services during the Termination Assistance Period.

5.4 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.

5.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update, the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

5.6 Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Contract, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

5.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

6 Termination Services

Notification of Requirements for Termination Services

6.1 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 4 months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than 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 24 months after the expiry of the Initial Term or any Extension Period or earlier termination of this Contract;

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6.2 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 the Termination Assistance period beyond the date which is 30 months after expiry of the Initial Term or any Extension Period or earlier termination of this Contract ;and provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and

(b) the right to terminate its requirement for Termination Services by serving not less than 20 Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

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

(a) continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 6.1, provide the Termination Services;

(b) in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the Partial Termination, termination or expiry of this Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;

(c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 6.3(b) without additional costs to the Authority;

(d) provide the Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 6.5; and

(e) at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

6.4 Without prejudice to the Supplier's obligations under Paragraph 6.3(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.3(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.

6.5 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Target Performance Level(s), the Parties shall vary the relevant Target Performance Level(s) and/or the applicable Service Credits to take account of such adverse effect.

Termination Obligations

6.6 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination or termination.

6.7 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination

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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);

(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) any parts of the IT Environment and any other equipment which belongs to the Authority; and

(ii) any items that have been on-charged to the Authority, such as consumables;

(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 12 months after the Partial Termination, expiry or termination of this 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 Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 6.7(f)(ii).

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

7 Assets, Sub-contracts and Software

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

(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 Charges;

(b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

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(c) terminate, enter into or vary any licence for software in connection with the Services.

7.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 6.3(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. Where requested by the Supplier, the Authority and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

7.3 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:

(a) a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or

(b) the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Contract, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.

7.4 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.

7.5 Where the Supplier is notified in accordance with Paragraph 7.2(c) 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.

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7.6 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.

7.7 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.

7.8 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 effected.

7.9 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 7.6 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 16 (*Intellectual Property Rights*) and/or Schedule 32 *(Intellectual Property Rights*).

8 Supplier Personnel

8.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 28 (*Staff Transfer*) shall apply.

8.2 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.

8.3 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.

8.4 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.

8.5 The Supplier shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this Paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

9 Charges

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 Charges to the Supplier in

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respect of the Termination Services in accordance with the rates set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.

9.2 Where the Authority requests an extension to the Termination Services beyond the Termination Assistance Period in accordance with Paragraph 6.2:

(a) where more than 6 months' notice is provided, the same rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable; and

(b) where less than 6 months' notice is provided, no more than 1.2 times the rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable.

9.3 For the purpose of calculating the costs of providing the Termination Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control Procedure.

9.4 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

10 Apportionments

10.1 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.

10.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 10.1 as soon as reasonably practicable.

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Annex 1 – Scope of the Termination Services

1 Scope of the Termination Services

1.1 The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:

(a) ceasing all non-critical Software changes (except where agreed in writing with the Authority);

(b) notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

(c) 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;

(d) delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 month period immediately prior to the commencement of the Termination Services;

(e) providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;

(f) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;

(g) providing the Authority with any problem logs which have not previously been provided to the Authority;

(h) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of 12 months after the Termination Assistance Period;

(i) 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;

(j) agreeing with the Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Personnel, Authority staff, customers and key stakeholders;

(k) reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;

(l) providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier 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;

(m) 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;

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(n) 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;

(o) assisting in establishing naming conventions for any new production site;

(p) analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;

(q) generating a computer listing of the Source Code of all web and database applications used in performance of the Services in a form and on media reasonably requested by the Authority;

(r) agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

(s) delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;

(t) assisting with the loading, testing and implementation of the production databases;

(u) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Contract;

(v) in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous 12 month period;

(w) assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);

(x) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

(y) answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;

(z) 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;

(aa) providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:

(i) to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

(ii) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the

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Services and who are still employed or engaged by the Supplier or its Sub-contractors; and

(bb) 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;

(iii) providing the Supplier 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; and

(iv) allowing the Authority and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Authority and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with such knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier shall:

(a) provide a documented plan relating to the training matters referred to in Paragraph 1.1(n) for agreement by the Authority at the time of termination or expiry of this Contract;

(b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1(r), providing skills and expertise of a suitable standard; and

(c) fully co-operate in the execution of the Authority Data migration plan agreed pursuant to Paragraph 1.1(z), providing skills and expertise of a reasonably acceptable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Supplier.

1.4 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to Paragraph 1.1(aa) 1.1(z) 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;

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(d) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;

(e) information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;

(f) details of physical and logical security processes and tools which will be available to the Authority; and

(g) any relevant interface information,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier 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 1.5 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.

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Annex 2 – Draft Ethical Wall Agreement

Ethical Wall Agreement

Dated

[The Authority]

[The Counterparty

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Ethical Wall Agreement

Dated

Between

(1) **[insert Name of Authority]** (the **Authority**) [acting on behalf of the Crown] of **[insert** Authority's address]; and

(2) **[Name of Counterparty]** a [company]/[limited liability partnership] registered in England and Wales under registered number **[insert** registered number] whose registered office is at **[insert** Counterparty's registered address] (the **Counterparty**),

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

Background

A The Authority is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Regulations (defined below). The purpose of this document (**Agreement**) is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).

B The Authority is conducting a procurement exercise for the [supply/purchase/provision] of **[insert** details of project/goods/services] (the **Purpose**).

C The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Counterparty does not obtain an unfair competitive advantage over Other Bidders.

It is agreed

1 Definitions and Interpretation

1.1 The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

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

Agreement means this ethical walls agreement duly executed by the Parties.

Bid Team means any Representatives of the Counterparty, any of its Affiliates and/or any Subcontractors connected to the preparation of an ITT Response.

Crown Body means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:

(a) Government Departments;

(b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);

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(c) Non-Ministerial Departments; or

(d) Executive Agencies.

Conflicted Personnel means any Representatives of:

(a) the Counterparty;

(b) any of the Counterparty's Affiliates; and/or

(c) any Subcontractors,

who, because of the Counterparty's, any of its Affiliates' and/or any Subcontractors' relationship with the Authority under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have.

Contract means any pre-existing or previous contract between the Authority and:

(a) the Counterparty;

(b) any of the Counterparty's Affiliates;

(c) any Subcontractor; and

(d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the ITT Process.

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls** and **Controlled** shall be interpreted accordingly.

Effective Date means the date of this Agreement as set out above.

Invitation to Tender or **ITT** means an invitation to submit tenders issued by the Authority as part of an ITT Process (and shall include an Invitation to Negotiate).

ITT Process means, with regard to the Purpose, the relevant procedure provided for in the Procurement Regulations (as amended), which the Authority has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Authority as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts.

ITT Response means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the ITT process.

Other Bidder means any other bidder or potential bidder that is not the Counterparty or any of its Affiliates that has taken or is taking part in the ITT Process.

Procurement Process means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of:

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(i) the publication by the Authority of all contract award notices that result from the ITT Process; or (ii) the abandonment or termination of the ITT Process as notified by the Authority.

Procurement Regulations means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time.

Professional Advisor means a supplier, subcontractor, advisor or consultant engaged by the Counterparty and/or any of its Affiliates under the auspices of compiling its ITT response.

Purpose has the meaning given to it in recital B to this Agreement.

Representative refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Counterparty, any of its Affiliates and/or any subcontractors engaged in connection with the ITT Process.

Subcontractor means an existing or proposed subcontractor of:

(a) the Counterparty; and/or

(b) any of the Counterparty's Affiliates,

who is connected to the preparation of an ITT Response (including key subcontractors named in the ITT Response).

Third Party means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives.

Working Day means any day of the week other than a weekend, when Banks in England and Wales are open for business.

1.2 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.

1.3 Reference to the disclosure of information, or provision of access, by or to the Authority, the Counterparty, any of the Counterparty's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Authority, the Counterparty, any of its Affiliates and/or any Subcontractors (as the case may be).

1.4 Reference to persons includes legal and natural persons.

1.5 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.

1.6 Reference to clauses and recitals is to clauses of and recitals to this Agreement.

1.7 Reference to any gender includes any other.

1.8 Reference to writing includes email.

1.9 The terms **associate**, **holding company**, **subsidiary**, **subsidiary undertaking** and **wholly owned subsidiary** have the meanings attributed to them in the Companies Act 2006, except that for the purposes

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of section 1159(1)(a) of that Act, the words 'holds a majority of the voting rights' shall be changed to 'holds 30% or more of the voting rights', and other expressions shall be construed accordingly.

1.10 The words **include** and **including** are to be construed without limitation.

1.11 The singular includes the plural and vice versa.

1.12 The headings contained in this Agreement shall not affect its construction or interpretation.

2 Ethical Walls

2.1 In consideration of the sum of £1 payable by the Authority to the Counterparty, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

Conflicts of Interest

2.2 The Counterparty:

(a) shall take all appropriate steps to ensure that neither the Counterparty, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Authority under any Contract or pursuant to an open and transparent ITT Process; and

(b) acknowledges and agrees that a conflict of interest may arise in situations where the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the ITT Process and because of the Counterparty's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Authority under any Contract, the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Counterparty, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive ITT Process.

2.3 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the ITT Process, the Counterparty shall take such steps that are necessary to eliminate the conflict of interest to the Authority's satisfaction, including one or more of the following:

(a) not assigning any of the Conflicted Personnel to the Bid Team at any time;

(b) providing to the Authority promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Authority promptly upon any change to it;

(c) ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:

(i) about the ITT Process (gleaned from the performance of any Contract or otherwise); and/or

(ii) which would or could in the opinion of the Authority confer an unfair advantage on the Counterparty in relation to its participation in the ITT Process,

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becoming available to the Bid Team where the Authority has not made generally available that information to Other Bidders;

(d) ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the ITT Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;

(e) ensure that agreements that flow down the Counterparty's obligations in this Agreement, are entered into as necessary, between the Counterparty and its Affiliates and any Subcontractors [in a form to be approved by the Authority];

(f) physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;

(g) providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;

(h) monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Counterparty, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;

(i) ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and

(j) complying with any other action as the Authority, acting reasonably, may direct in connection with the ITT Process and/or this Agreement.

Notification of Conflicts of Interest

2.4 The Counterparty shall:

(a) notify the Authority immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;

(b) submit in writing to the Authority full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Counterparty's plans to prevent potential conflicts of interests from arising (**Proposed Avoidance Measures**); and

(c) seek the Authority's approval to the Proposed Avoidance Measures which the Authority shall have the right to grant, grant conditionally or deny (if the Authority rejects the Proposed Avoidance Measures the Counterparty shall repeat the process set out in this Clause 2.4 until such time as the Authority grants approval or the Counterparty withdraws from the ITT Process).

2.5 The Counterparty will provide to the Authority, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Authority.

2.6 The Authority reserves the right to require the Counterparty to demonstrate the measures put in place by the Counterparty under Clauses 2.2 and 2.3.

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2.7 The Counterparty acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Authority of the adequacy of such measures and does not discharge the Counterparty of its obligations or liability under this Agreement.

Exclusion from the ITT Process

2.8 Where, in the reasonable opinion of the Authority, there has been any breach by the Counterparty of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Authority's approval of the Proposed Avoidance Measures the Authority shall be entitled to exclude the Counterparty, or any of its Affiliates and/or any Representatives, from the ITT Process, and the Authority may, in addition to the right to exclude, take such other steps as it deems necessary.

2.9 The actions of the Authority pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Authority.

Bid Costs

2.10 In no event shall the Authority be liable for any bid costs incurred by:

(a) the Counterparty or any of its Affiliates, any Representatives and/or any Subcontractors; or

(b) any Third Party,

as a result of any breach of this Agreement by the Counterparty, any of its Affiliates, any Subcontractors and/or Representatives, including where the Counterparty, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the ITT Process.

Specific Remedies

2.11 The Counterparty acknowledges and agrees that:

(a) neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and

(b) in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Authority shall have the right to terminate both this Agreement and the Counterparty's participation in the ITT Process in each case with immediate effect on written notice.

3 Sole Responsibility

It is the sole responsibility of the Counterparty to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Authority of any procedures, agreements or arrangements provided by the Counterparty, any of its Affiliates, any Subcontractors and/or their Representatives to the Authority shall discharge the Counterparty's obligations.

4 Waiver and Invalidity

4.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

4.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect

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the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

5 Assignment and Novation

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

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

(a) any Crown Body; or

(b) to a body other than a Crown Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority; and

(c) the Counterparty shall, at the Authority's request, enter into a novation agreement in such form as the Authority may reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 5.

5.3 A change in the legal status of the Authority such that it ceases to be a Crown Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.

6 Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7 Transparency

The Parties acknowledge and agree that the Authority is under a legal duty pursuant to the Procurement Regulations to run transparent and fair procurement processes. Accordingly, the Authority may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

8 Notices

8.1 Any notices sent under this Agreement must be in writing.

8.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.

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Manner of Delivery	Deemed time of service	Proof of service
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

8.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Counterparty	Authority
Contact		
Address		
Email		

8.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

9 Waiver and Cumulative Remedies

9.1 The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

10 Term

Each Party's obligations under this Agreement shall continue in full force and effect for period of [ ] years from the Effective Date/[or for the period of the duration of the Procurement Process]

11 Governing Law and Jurisdiction

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

11.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

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Signed by the Authority	Name: Signature: Position in Authority:
Signed by the Counterparty	Name: Signature: Position in Counterparty:

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Schedule 26 – Service Continuity Plan and Corporate Resolution Planning

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Schedule 26 – Service Continuity Plan and Corporate Resolution Planning

Part A – Service Continuity Plan

1 Definitions

In this Schedule, the following definitions shall apply:

Business Continuity Plan has has the meaning given in Paragraph 2.2(a)(ii).

Business Continuity Services has has the meaning given in Paragraph 4.2(b).

Department means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department; or

(b) Non-Ministerial Department.

Disaster means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of 72 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 means has the meaning given in Paragraph 2.2(a)(iii).

Disaster Recovery Services means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster.

Disaster Recovery System has the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services.

Insolvency Continuity Plan has the meaning given in Paragraph 2.2(a)(iv).

Review Report has has the meaning given in Paragraphs 7.2(a) to 7.2(c).

Service Continuity Plan 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.

2 Service Continuity Plan

2.1 Within 40 Working Days from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

(a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member); and

(b) the recovery of the Services in the event of a Disaster.

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2.2 The Service Continuity Plan shall:

(a) be divided into four parts:

(i) Part A which shall set out general principles applicable to the Service Continuity Plan;

(ii) Part B which shall relate to business continuity (the **Business Continuity Plan**);

(iii) Part C which shall relate to disaster recovery (the **Disaster Recovery Plan**);

(iv) Part D which shall relate to an Insolvency Event of the Supplier, any Key Sub-contractors and/or any Supplier Group member (the **Insolvency Continuity Plan**); and

(b) unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4, 5 and 6.

2.3 Following receipt of the draft Service Continuity Plan from the Supplier, the Authority shall:

(a) review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and

(b) notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than 20 Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.

2.4 If the Authority rejects the draft Service Continuity Plan:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and

(b) the Supplier shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3 Service Continuity Plan: Part A – General Principles and Requirements

3.1 Part A of the Service Continuity Plan shall:

(a) set out how the business continuity, disaster recovery and insolvency continuity elements of the plan link to each other;

(b) provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the Services;

(c) contain an obligation upon the Supplier to liaise with the Authority with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;

(d) 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 as notified to the Supplier by the Authority from time to time;

(e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but

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without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;

(f) contain a risk analysis, including:

(i) failure or disruption scenarios and assessments and estimates of frequency of occurrence;

(ii) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;

(iii) identification of risks arising from an Insolvency Event of the Supplier, any Key Sub-contractors and/or Supplier Group member; and

(iv) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

(g) provide for documentation of processes, including business processes, and procedures;

(h) set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;

(i) identify the procedures for reverting to **normal service**;

(j) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;

(k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and

(l) provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

3.2 The Service Continuity Plan shall be designed so as to ensure that:

(a) the Services are provided in accordance with this Contract at all times during and after the invocation of the Service Continuity Plan;

(b) the adverse impact of any Disaster; service failure; an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member; or disruption on the operations of the Authority, is minimal as far as reasonably possible;

(c) it complies with the relevant provisions of ISO/IEC 22301 and all other industry standards from time to time in force; and

(d) there is a process for the management of disaster recovery testing detailed in the 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.

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3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

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:

(a) the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and

(b) 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:

(a) address the various possible levels of failures of or disruptions to the Services;

(b) set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the **Business Continuity Services**);

(c) specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and

(d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5 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.

5.3 The Disaster Recovery Plan shall include the following:

(a) the technical design and build specification of the Disaster Recovery System;

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(b) details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

(i) data centre and disaster recovery site audits;

(ii) backup methodology and details of the Supplier's approach to data back-up and data verification;

(iii) identification of all potential disaster scenarios;

(iv) risk analysis;

(v) documentation of processes and procedures;

(vi) hardware configuration details;

(vii) network planning including details of all relevant data networks and communication links;

(viii) invocation rules;

(ix) Service recovery procedures; and

(x) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;

(c) 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;

(d) 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;

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

(f) 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 Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.

6.2 The Insolvency Continuity Plan shall include the following:

(a) communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel, Key Sub-contractor personnel and Supplier Group member personnel;

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(b) identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Sub-contractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Services;

(c) plans to manage and mitigate identified risks;

(d) details of the roles and responsibilities of the Supplier, Key Sub-contractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;

(e) details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Sub-contractors and Supplier Group members); and

(f) 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):

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

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

(c) within 14 days of a Financial Distress Event;

(d) within 30 days of a Corporate Change Event (unless the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, as set out in Paragraph 2.8(b)(i), in which case that Corporate Change Event Grace Period will apply); and

(e) where the Authority requests any additional reviews (over and above those provided for in Paragraphs 7.1(a) to 7.1(d)) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

7.2 Each review of the Service Continuity Plan pursuant to Paragraph 7.1 shall be a review of the procedures and methodologies set out in the Service Continuity Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the Service Continuity Plan or the last review of the Service Continuity Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the Service Continuity Plan. The review shall be completed by the Supplier within the period required by the Service Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within 20 Working Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a **Review Report**) setting out:

(a) the findings of the review;

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(b) any changes in the risk profile associated with the Services; and

(c) the Supplier's proposals (the **Supplier's Proposals**) for addressing any changes in the risk profile and its proposals for amendments to the 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:

(a) review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and

(b) notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than 20 Working Days after the date on which they are first delivered to the Authority.

7.4 If the Authority rejects the Review Report and/or the Supplier's Proposals:

(a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and

(b) the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 7.3 and this Paragraph 7.4 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

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 at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

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 Contract Year). Subject to Paragraph 8.2, the Authority may require the Supplier to conduct additional tests of some or all aspects of the Service Continuity Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.

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. The Supplier's costs of the additional test shall be borne by the Authority unless the Service Continuity Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

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

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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 20 Working Days of the conclusion of each test, provide to the Authority a report setting out:

(a) the outcome of the test;

(b) any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and

(c) 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:

(a) where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Services; and/or

(b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan;

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Part B – Corporate Resolution Planning

1 **Service Status and Supplier Status**

1.1 This Contract is not a Critical Service Contract.

1.2 The Supplier shall notify the Authority and the Cabinet Office Markets and Suppliers Team (Resolution.planning@cabinetoffice.gov.uk) in writing within 5 Working Days of the Effective Date and throughout the Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2 **Provision of Corporate Resolution Planning Information (CRP Information)**

2.1 Paragraphs 2 to 4 of this Part B shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.

2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:

(a) where this Contract is a Critical Service Contract, the Supplier shall provide the Relevant Authority or Relevant Authorities with CRP Information within 60 days of the Effective Date; and

(b) except where it has already been provided in accordance with Paragraph 2.2(a) of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the date of the Relevant Authority's or Relevant Authorities' request.

2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:

(a) is full, comprehensive, accurate and up to date;

(b) is split into three parts:

(i) Exposure Information (Contracts List);

(ii) Corporate Resolvability Assessment (Structural Review);

(iii) Financial Information and Commentary

and is structured and presented in accordance with the requirements and explanatory notes set out at the relevant Annex of the latest published versions of the Resolution Planning Guidance Notes published by the Cabinet Office Government Commercial Function and available at https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

(c) incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority or Relevant Authorities to understand and consider the information for approval;

(d) provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or CNI and the nature of those agreements; and

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(e) complies with the requirements set out at Annex 1 (*Exposure Information (Contracts List)*), Annex 2 (*Corporate Resolvability Assessment (Structural Review)*) and Annex 3 (*Financial Information And Commentary*) respectively.

2.4 Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Authority shall procure that the Relevant Authority or Relevant Authorities discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that Relevant Authority or Relevant Authorities approve the CRP Information or that Relevant Authority or Relevant Authorities reject the CRP Information.

2.5 If the Relevant Authority or Relevant Authorities reject the CRP Information:

(a) the Authority shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

(b) the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of Paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.

2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:

(a) the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

(b) no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Contract had then been in force) have occurred since the date of issue of the Assurance.

2.8 If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 1A2.8(c) of this Part B its initial CRP Information) to the Relevant Authority or Relevant Authorities:

(a) within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Schedule 18 (*Financial Distress*)

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(b) within 30 days of a Corporate Change Event unless:

(i) the Supplier requests and the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Relevant Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Relevant Authority to enable it to understand the nature of the Corporate Change Event and the Relevant Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or

(ii) not required pursuant to Paragraph 2.10;

(c) within 30 days of the date that:

(i) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or

(ii) none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

(d) in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:

(i) updated CRP Information has been provided under any of Paragraphs 2.8(a), 2.8(b) or 2.8(c) since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8(d); or

(ii) unless not required pursuant to Paragraph 2.10.

2.9 Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8(a) to (d) of this Part B, the Supplier shall provide at the request of the Relevant Authority or Relevant Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Authority), the CRP Information to the Relevant Authority or Relevant Authorities.

2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

(a) Aa3 or better from Moody's; or

(b) AA- or better from Standard and Poor's; or

(c) AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Schedule 18 (*Financial Distress*)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 2.8.

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2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under Paragraph 2.8.

3 **Termination Rights**

The Authority shall be entitled to terminate this Contract under Clause 31.1(b) (*Termination by the Authority*) if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:

(a) the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or

(b) the Supplier fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under this Contract.

4 **Confidentiality and usage of CRP Information**

4.1 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

4.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Authority shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Authority under Paragraph 4.1 of this Part B and Clause 19 (*Confidentiality*).

4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

(a) redacting only those parts of the information which are subject to such obligations of confidentiality

(b) providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

(i) summarising the information;

(ii) grouping the information;

(iii) anonymising the information; and

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(iv) presenting the information in general terms

4.5 The Supplier shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

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Annex 1 – Exposure Information (Contracts List)

1 **The Supplier shall:**

1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:

(a) are with any UK public sector bodies including: Crown Bodies and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;

(b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or

(c) involve or could reasonably be considered to involve CNI;

1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

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Annex 2 – Corporate Resolvability Assessment (Structural Review)

1 **The Supplier shall:**

1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.

1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and

1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 1 and the dependencies between each.

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Annex 3 – Financial Information And Commentary

1 **The Supplier shall:**

1.1 provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and

1.2 ensure that the information is presented in a simple, effective and easily understood manner.

2 For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*). If such accounts are not available in that timeframe, financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Cabinet Office Markets and Suppliers Team remains protected by confidentiality).

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Schedule 27 – Conduct of Claims

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Schedule 27 – Conduct of Claims

1 Indemnities

1.1 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Contract (the **Indemnifier**), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the **Beneficiary**).

1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Contract (a **Claim**), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.

1.3 Subject to Paragraph 2, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Paragraph 2.2, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.

1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:

(a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;

(b) the Indemnifier shall not bring the name of the Beneficiary into disrepute;

(c) the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and

(d) the Indemnifier shall conduct the Claim with all due diligence.

1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Contract if:

(a) the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;

(b) the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or

(c) the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

2 Sensitive Claims

2.1 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a **Sensitive Claim**), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the

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defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.

2.2 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Paragraph 1.3 applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

3 Recovery of Sums

If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:

(a) an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and

(b) the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

4 Mitigation

Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

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Schedule 28 – Staff Transfer

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Schedule 28 – Staff Transfer

In this Schedule, the following definitions shall apply:

Former Supplier means a supplier supplying services to the Authority before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);.

Notified Sub-contractor means a Sub-contractor identified in the Annex to this Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date.

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).

Relevant Transfer means a transfer of employment to which the Employment Regulations applies.

Relevant Transfer Date means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.

Service Transfer means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor.

Service Transfer Date means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires.

Staffing Information 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, all information required in Annex E2 – Staffing Information in the format specified and with the identities of Data Subjects anonymised where possible. The Authority may acting reasonably make changes to the format or information requested in Annex E2 – Staffing Information from time to time.

Supplier's Final Supplier Personnel List means a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date.

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.

Transferring Authority Employees means those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date.

Transferring Former Supplier Employees means, in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

Transferring Supplier Employees means those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

1 Interpretation

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such

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obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

2 Applicable Parts of this Schedule

2.1 The following parts of this Schedule shall apply to this Contract:

(a) Part B (Staff Transfer At Operational Commencement Date – Transfer From Former Supplier);

(b) Part D (Pensions); and

(c) Part E (*Employment Exit Provisions*) of this Schedule will always apply to this Contract, including:

(i) Annex E1 (*List Of Notified Sub-Contractors*);

(ii) Annex E2 (*Staffing Information*).

2.2 Part A (Staff Transfer At Operational Commencement Date – Outsourcing From the Authority) – and Part C (No Staff Transfer On Operational Commencement Date) are not applicable.

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Part A – Transferring Authority Employees at Commencement of Services

1 Relevant Transfers

1.1 The Authority and the Supplier agree that:

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

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

1.2 The Authority shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising up to (but not including)the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Authority; and (ii) the Supplier and/or any Notified Sub-contractor (as appropriate).

2 Authority Indemnities

2.1 Subject to Paragraph 2.2, the Authority shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

(a) any act or omission by the Authority in respect of any Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee occurring before the Relevant Transfer Date;

(b) the breach or non-observance by the Authority before the Relevant Transfer Date of:

(i) any collective agreement applicable to the Transferring Authority Employees; and/or

(ii) any custom or practice in respect of any Transferring Authority Employees which the Authority is contractually bound to honour;

(c) any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any failure by the Authority to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

(d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to

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transfer his/her employment from the Authority to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

(e) a failure of the Authority to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees arising before the Relevant Transfer Date;

(f) any claim made by or in respect of any person employed or formerly employed by the Authority other than a Transferring Authority Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of the Employment Regulations; and

(g) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Authority in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13 of the Employment Regulations.

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

(a) arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or

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

2.3 If any person who is not identified by the Authority as a Transferring Authority Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Authority Employee, that his/her contract of employment has been transferred from the Authority to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

(a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority; and

(b) the Authority may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-contractor, or take such other reasonable steps as the Authority considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in Paragraph 1A2.3(b) is accepted, or if the situation has otherwise been resolved by the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 1A2.3(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

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(c) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Authority shall indemnify the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

(a) shall not apply to:

(i) any claim for:

(ii) 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

(iii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

(iv) in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

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

(b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority within 6 months of the Relevant Transfer Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Authority nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-contractor and the Supplier shall, (a) comply with such obligations as may be imposed upon it under applicable Law and (b) comply with the provisions of Part D (*Pensions*) and its Annexes of this Staff Transfer Schedule.

3 Supplier Indemnities and Obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority against any Employee Liabilities arising from or as a result of:

(a) any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee whether occurring before, on or after the Relevant Transfer Date;

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(b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:

(i) any collective agreement applicable to the Transferring Authority Employees; and/or

(ii) any custom or practice in respect of any Transferring Authority Employees which the Supplier or any Sub-contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Authority Employees arising from or connected with any failure by the Supplier or any Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Authority Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Authority Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Supplier or any Sub-contractor to, or in respect of, any Transferring Authority Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority in writing;

(f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Authority Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Authority to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

(g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees in respect of the period from (and including) the Relevant Transfer Date;

(h) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Authority's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

(i) a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.

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

3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Authority and the Supplier.

4 Information

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

5 Principles of Good Employment Practice

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

5.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Authority Employee as set down in:

(a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;

(b) Old Fair Deal; and/or

(c) the New Fair Deal.

5.3 The Supplier acknowledges, in respect of those Transferring Authority Employees who were eligible for compensation under the terms of Civil Service Compensation Scheme (**CSCS**) immediately prior to transfer, that the right to benefits calculated in accordance with the terms of the CSCS will transfer under the Employment Regulations. The Supplier acknowledges and accepts that for any employee who was eligible for compensation under or in accordance with the terms of the CSCS, the right to compensation, is a right to compensation in accordance with the terms of the CSCS applicable at the time at which the employee becomes entitled to such compensation (including voluntary or compulsory redundancy). Suppliers are advised to check the Civil Service Pensions website for the current CSCS terms.

5.4 Any changes necessary to this Contract as a result of changes to, or any replacement of any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Change Control Procedure.

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6 Pensions

6.1 The Supplier shall, and/or shall procure that each of its Sub-contractors shall, comply with:

(a) the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and

(b) Part D (and its Annexes) to this Staff Transfer Schedule.

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Part B – Transferring Former Supplier Employees at Commencement of Services

1 Relevant Transfers

1.1 The Authority and the Supplier agree that:

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

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

1.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2 Former Supplier Indemnities

2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

(a) any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

(b) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

(i) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

(ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

(c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand

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by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

(d) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

(e) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Contract and/or the Employment Regulations; and

(f) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13 of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

(a) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or

(b) arising from the failure by the Supplier and/or any Sub-contractor to comply with its obligations under the Employment Regulations.

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

(a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and

(b) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):

(a) no such offer of employment has been made;

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(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

(a) shall not apply to:

(i) any claim for:

(A) 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

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

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

(b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Relevant Transfer Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall (a) comply with such obligations as may be imposed upon it under the Law and (b) comply with the provisions of Part D (*Pensions*) and its Annexes of this Staff Transfer Schedule.

3 Supplier Indemnities and Obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

(a) any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

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(b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:

(i) any collective agreement applicable to the Transferring Former Supplier Employee; and/or

(ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;

(f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

(g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

(h) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

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(i) a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above

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

3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4 Information

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

5 Principles of Good Employment Practice

5.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

(a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;

(b) Old Fair Deal; and/or

(c) the New Fair Deal.

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

6 Procurement Obligations

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

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7 Pensions

The Supplier shall, and shall procure that each Sub-contractor shall, comply with:

(a) the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and

(b) Part D (and its Annexes) to this Staff Transfer Schedule.

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Part C – No Transfer of Employees Expected at Commencement of Services

1 Procedure in the Event of Transfer

1.1 The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.

1.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:

(a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and

(b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2 Indemnities

2.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:

(a) indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

(b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4

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provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (*Pensions*) and its Annexes of this Staff Transfer Schedule.

2.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2.4 The indemnities in Paragraph 2.1:

(a) shall not apply to:

(i) any claim for:

(A) 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

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

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

(b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Relevant Transfer Date.

3 Procurement Obligations

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

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Part D – Pensions

1 Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplementSchedule 1 (*Definitions*), and shall be deemed to include the definitions set out in the Annexes to this Part D:

Eligible Employees means any of:

(a) Transferring Authority Employees;

(b) Transferring Former Supplier Employees; and/or

(c) employees who are not Transferring Authority Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-Contractor, and whose employment is not terminated in accordance with the provisions of Paragraph 2.5 of Part A or Part B or Paragraph 1.4 of Part C;

(d) where the Supplier or a Sub-contractor was the Former Supplier, the employees of the Supplier (or Sub-contractor);

who at the Relevant Transfer Date are in active membership of, or eligible for active membership of, the Pension Scheme .

Pension Scheme means the [*name of Former Supplier's scheme(s)]* in which the Former Supplier is a participating employer

Supplier's Scheme means a registered pension scheme, within the meaning of Chapter 2 of the Finance Act 2004, in which the Supplier is a participating employer

2 Supplier Pension Provision

2.1 Subject to Paragraph 2.2, the Supplier shall procure that:-

(a) each of the Eligible Employees is eligible for and is automatically enrolled into active membership of the Supplier's Scheme with effect from the Relevant Transfer Date;

(b) the employer contributions that are required to be paid to the Supplier's Scheme in respect of each Eligible Employee are no lower in amount than the employer contributions that were required to be paid to the Pension Scheme in respect of that Eligible Employee immediately before the Relevant Transfer Date

(c) the member contributions that each Eligible Employee is required to pay to the Supplier's Scheme are no greater in amount than the member contributions that the Eligible Employee was or would have been required to pay to the Pension Scheme immediately before the Relevant Transfer Date

(d) any terms in relation to the Pension Scheme that apply to the Eligible Employees and which provide for employer and/or member contributions to change automatically on the occurrence of certain events, including (without limitation) reaching a specified age or attaining a number of years of service, shall be replicated in the terms that apply to Eligible Employees in the Supplier's Scheme

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2.2 The Supplier undertakes to comply with its obligations under the Employment Regulations in relation to the provision of pension benefits for the Eligible Employees

3 Provision of Information

The Supplier undertakes to the Authority:

(a) to provide all information which the Authority may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

(b) retain such records as would be necessary to manage the pension aspects in relation to any Eligible Employees arising on expiry or termination of this Contract.

4 Indemnities

4.1 The Supplier shall indemnify and keep indemnified the Authority, any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

(a) arise out of or in connection with any liability towards all and any Eligible Employees in respect of service on or after the Relevant Transfer Date which arises from any breach by the Supplier of this Part D;

(b) relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Sub-contractor on and after the Relevant Transfer Date until the date of termination or expiry of this Contract, including the Supplier's Scheme;

(c) relate to claims by Eligible Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Employees which Losses:

(i) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract;

(ii) arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract; and/or

4.2 The indemnities in this Part D:

(a) shall survive termination of this Contract; and

(b) shall not be affected by the caps on liability contained in Clause 23 (*Limitations on Liability*).

5 Third Party Rights

5.1 The Parties agree Clause 41 (*Third Party Rights*) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Eligible Employee will have the right to enforce any obligation in respect of to him or her by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

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

6 Breach

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

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

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

7 Transfer to Another Employer/Sub-contractors

Save on expiry or termination of this Contract, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment), the Supplier shall or shall procure that any relevant Sub-contractor shall:

(a) consult with about, and inform those Eligible Employees of, the pension provisions relating to that transfer; and

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

8 Pension Issues on Expiry or Termination

8.1 The provisions of Part E: Employment Exit Provisions (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

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Part E – Employment Exit Provisions

1 Pre-service Transfer Obligations

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

(a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

(b) receipt of the giving of notice of early termination or any Partial Termination of this Contract; and

(c) the date which is 12 months before the end of the Term; or

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

it shall provide in a suitably anonymised format so as to comply with the DPA 2018, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

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

(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).

1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), 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 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;

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(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.

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, within 20 Working Days to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

(a) the numbers of Supplier Personnel engaged in providing the Services;

(b) the percentage of time spent by each Supplier Personnel engaged in providing the Services;

(c) the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (*Pensions*) of this Schedule 28 (*Staff Transfer*) (as appropriate); and

(d) a description of the nature of the work undertaken by each Supplier Personnel by location.

1.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 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;

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(g) a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and

(h) bank/building society account details for payroll purposes.

1.8 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees that following within 20 Working Days of a request from the Authority it shall and shall procure that each Sub-contractor shall use reasonable endeavours to comply with any reasonable request to align and assign Supplier Personnel to any future delivery model proposed by the Authority for Replacement Services within 30 Working Days or such longer timescale as may be agreed.

1.9 Any changes necessary to this Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Change Control Procedure.

2 Employment Regulations Exit Provisions

2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List all the Transferring Supplier Employees arising in respect of the period up to (but excluding) 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 all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(a) the Supplier and/or the Sub-contractor (as appropriate); and

(b) the Replacement Supplier and/or Replacement Sub-contractor.

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

(a) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

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(b) the breach or non-observance by the Supplier or any Sub-contractor occurring before but excluding 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;

(c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;

(d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(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 before but excluding 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 the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;

(e) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);

(f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations; and

(g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13 of the Employment Regulations.

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

(a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the

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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 Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations, then:

(a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 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 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or

(c) the situation has not otherwise been resolved

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

2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

(a) shall not apply to:

(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

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

(b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.12 Subject to Paragraph 2.13, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

(a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

(b) the breach or non-observance by the 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 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 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 Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service

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Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) 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 Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

(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 on and 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 the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;

(g) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees 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 the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.13 The indemnities in Paragraph 2.12 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

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Annex E1 – List of Notified Sub-contractors

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Annex E2 – Staffing Information

Employee Information (Anonymised)

Name of Transferor:

Number of Employees in-scope to transfer:

1 Completion notes

1.1 If you have any Key Sub-contractors, please complete all the above information for any staff employed by such Key Sub-contractor(s) in a separate spreadsheet.

1.2 This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.

1.3 If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.

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	EMPLOYEE DETAILS & KEY TERMS						
Details	**Job Title**	**Grade / band**	**Work Location**	**Date of Birth (dd/mm/yy)**	**Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?**	**Continuous service date (dd/mm/yy)**	**Date employment started with existing employer**
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

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	EMPLOYEE DETAILS & KEY TERMS						
Details	**Contract end date (if fixed term contract or temporary contract)**	**Contractual notice period**	**Contractual weekly hours**	**Regular overtime hours per week**	**Mobility or flexibility clause in contract?**	**Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector**	**Any collective agreements?**
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

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	ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS						
Details	**% of working time dedicated to the provision of services under the contract**	**Salary (or hourly rate of pay)**	**Payment interval (weekly / fortnightly / monthly)**	**Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)**	**Pay review method**	**Frequency of pay reviews**	**Agreed pay increases**	**Next pay review date**
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

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	CONTRACTUAL PAY AND BENEFITS							
Details	**Any existing or future commitment to training that has a time-off or financial implication**	**Car allowance (£ per year)**	**Lease or company car details**	**Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)**	**Private medical insurance (please specify whether single or family cover)**	**Life assurance (xSalary)**	**Long Term Disability / PHI (% of Salary**	**Any other benefits in kind**
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								
Emp No								

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	CONTRACTUAL PAY AND BENEFITS					
Details	**Annual leave entitlement (excluding bank holidays)**	**Bank holiday entitlement**	**Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)**	**Maternity or paternity or shared parental leave entitlement and pay**	**Sick leave entitlement and pay**	**Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)**
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

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	PENSIONS					
Details	**Employee pension contribution rate**	**Employer pension contribution rate**	**Please provide the name of the pension scheme and a link to the pension scheme website**	**Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?**	**If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?**	**Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPS, NHSPS, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?**
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

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	PENSIONS					
Details	**If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.**	**If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.**	**If the Employee is in the NHSPS, please provide details of the Direction Letter.**	**If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.**	**Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?**	**If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?**
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

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	OTHER		
Details	**Security Check Level**	**Security Clearance Expiry date**	**Additional info or comments**
Emp No 1			
Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			
Emp No			

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Schedule 29 – Key Personnel

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Schedule 29 – Key Personnel

This Schedule lists the key roles (**Key Roles**) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Operational Service Commencement Date (**Key Personnel**).

Key Role	Name of Key Personnel	Responsibilities/ Authorities	Phase of the project during which they will be a member of Key Personnel	Minimum Period in Key Role
Director of Operations	[redacted]	• Senior responsibility for the delivery and service standards of all ENIC, UKVN, and adjacent services. • Supplier attendee for Quarterly Review Board and Annual Review Meeting. • Supplier Representative (per clauses 11.2-11.3)	Throughout	Ecctis has completed this column to align with the notice period of these individuals: 3 months
Head of ENIC Services (designated ENIC Project Manager)	[redacted]	• As per Schedule 21, the appointed project manager for the DfE Contract, with responsibility for day-to-day management • Designated lead for operational deliver of UK ENIC services for individuals. Responsible for ensuring all SLAs and deliverables are met, including regular and ad-hoc reporting requests	Throughout	3 months
Head of International Research Team	[redacted]	• Direct oversight of information research and data development activities: the updating, expansion, and enhancement of ENIC data and comparability research. Including resourcing, processes, efficiencies, standards and reporting	Throughout	3 months
Head of Technical Advisory Support and Representation	[redacted]	• Senior oversight and leadership for engagement and representation	Throughout	3 months

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Key Role	Name of Key Personnel	Responsibilities/ Authorities	Phase of the project during which they will be a member of Key Personnel	Minimum Period in Key Role
(designated Senior UK ENIC Representative)		components of ENIC contract • Technical advisory support to HMG Departments and Devolved Governments • International and national representation of UK ENIC in specified meetings and networks • Prepare and publish monthly UK ENIC newsletter		

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Schedule 30 – Deed of Guarantee

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Deed of Guarantee

Dated

[insert the name of the Guarantor]

[insert the name of the Beneficiary]

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Deed of Guarantee

Dated

Between

(1) **[insert Name of the Guarantor]** [a company incorporated in [England and Wales] under registered number **[insert** registered number] whose registered office is at **[insert** registered office]] [**OR]** [a company incorporated under the laws of **[insert** country], registered in **[insert** country] with number **[insert** number] at **[insert** place of registration], whose principal office is at **[insert** office details] (the **Guarantor**); and

(2) **[insert Name of the Authority]**, [acting on behalf of the Crown] of **[insert** the Authority's address] (the **Authority**).

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

Background

A The Authority has awarded a contract dated **18th November 2024** to **Ecctis Limited** (the **Supplier**) for the provision of UK ENIC and Adjacent Services (the **Guaranteed Agreement**).

B The Authority may request the Supplier to procure the execution and delivery to the Authority of a guarantee substantially in the form of this Deed, in accordance with the terms of the Guaranteed Agreement.

C The Guarantor has agreed to guarantee the due performance of the Guaranteed Agreement.

It is agreed as follows

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply in this Deed:

Business Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Control means means the power of a person to secure that the affairs of a body corporate are conducted in accordance with the wishes of that person:

(a) by means of the holding of shares or the possession of voting power in relation to that body or any other body corporate; or

(b) as a result of any powers conferred by the constitutional or corporate documents, or any other document regulating that body or any other body corporate.

Guaranteed Agreement has the meaning given to it in Recital A

Guaranteed Obligations has the meaning given to it in Clause 1A2.1(a).

Supplier has the meaning given to it in Recital A.

VAT means value added tax or any equivalent tax chargeable in the UK or elsewhere.

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1.2 **Interpretation**

Unless otherwise stated, any reference in this Deed to:

(a) the **Guarantor**, the **Authority**, the **Supplier** or any other person shall be construed so as to include their successors in title, permitted assigns and permitted transferees, whether direct or indirect;

(b) **assets** includes present and future properties, revenues and rights of every description;

(c) this **Deed**, or any other agreement or instrument is a reference to, this deed or other agreement or instrument as amended, novated, supplemented, extended or restated;

(d) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(e) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(f) the words **including**, **includes**, **in particular**, **for example** or similar shall be construed as illustrative and without limitation to the generality of the related general words; and

(g) a time of day is a reference to London time.

2 Guarantee and Indemnity

2.1 The Guarantor:

(a) guarantees to the Authority the due and punctual performance of all of the Supplier's present and future obligations under and in connection with the Guaranteed Agreement if and when they become due and performable in accordance with the terms of the Guaranteed Agreement (the **Guaranteed Obligations**);

(b) shall pay to the Authority from time to time on demand all monies (together with interest on such sum accrued before and after the date of demand until the date of payment) that have become payable by the Supplier to the Authority under or in connection with the Guaranteed Agreement but which has not been paid at the time the demand is made; and

(c) shall, if the Supplier fails to perform in full and on time any of the Guaranteed Obligations and upon written notice from the Authority, immediately on demand perform or procure performance of the same at the Guarantor's own expense.

2.2 The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1, shall indemnify and keep indemnified the Authority in full and on demand from and against all and any losses, damages, costs and expenses suffered or incurred by the Authority arising out of, or in connection with:

(a) any failure by the Supplier to perform or discharge the Guaranteed Obligations; or

(b) any of the Guaranteed Obligations being or becoming wholly or partially unenforceable for any reason,

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(c) provided that the Guarantor's liability under this Clause 2.2 shall be no greater than the Supplier's liability under the Guaranteed Agreement was (or would have been had the relevant Guaranteed Obligation been fully enforceable).

3 Authority Protections

Continuing Guarantee

3.1 This Deed is, and shall at all times be, a continuing and irrevocable security until the Guaranteed Obligations have been satisfied or performed in full, and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Authority may at any time hold for the performance of the Guaranteed Obligations and may be enforced without first having recourse to any such security.

Preservation of the Guarantor's liability

3.2 The Guarantor's liability under this Deed shall not be reduced, discharged or otherwise adversely affected by:

(a) any arrangement made between the Supplier and the Authority;

(b) any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations;

(c) any alteration in the obligations undertaken by the Supplier whether by way of any variation referred to in Clause 4 or otherwise;

(d) any waiver or forbearance by the Authority whether as to payment, time, performance or otherwise;

(e) the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Supplier or any other person;

(f) any unenforceability, illegality or invalidity of any of the provisions of the Guaranteed Agreement or any of the Supplier's obligations under the Guaranteed Agreement, so that this Deed shall be construed as if there were no such unenforceability, illegality or invalidity;

(g) any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, Control or ownership, insolvency, liquidation, administration, voluntary arrangement, or appointment of a receiver, of the Supplier or any other person.

Immediate demand

3.3 The Guarantor waives any right it may have to require the Authority to proceed against, enforce any other right or claim for payment against, or take any other action against, the Supplier or any other person before claiming from the Guarantor under this Guarantee.

Deferral of rights

3.4 Until all amounts which may be or become payable under the Guaranteed Agreement or this Deed have been irrevocably paid in full, the Guarantor shall not, as a result of this Deed or any payment performance under this Deed:

(a) be subrogated to any right or security of the Authority;

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(b) claim or prove in competition with the Authority against the Supplier or any other person;

(c) demand or accept repayment in whole or in part of any indebtedness due from the Supplier;

(d) take the benefit of, share in or enforce any security or other guarantee or indemnity against the Supplier; or

(e) claim any right of contribution, set-off or indemnity from the Supplier,

without the prior written consent of the Authority (and in such case only in accordance with any written instructions of the Authority).

3.5 If the Guarantor receives any payment or other benefit in breach of Clause 3.4, or as a result of any action taken in accordance with a written instruction of the Authority given pursuant to Clause 3.4, such payment of other benefit, and any benefit derived directly or indirectly by the Guarantor therefrom, shall be held by the Guarantor on trust for the Authority applied towards the discharge of the Guarantor's obligations to the Authority under this Deed.

4 Variation of the Guaranteed Agreement

The Guarantor confirms that it intends that this Deed shall extend and apply from time to time to any variation, increase, extension or addition of the Guaranteed Agreement, however, fundamental, and any associated fees, costs and/or expenses.

5 Payment and Costs

5.1 All sums payable by the Guarantor under this Deed shall be paid in full to the Authority in pounds sterling:

(a) without any set-off, condition or counterclaim whatsoever; and

(b) free and clear of any deductions or withholdings whatsoever except as may be required by applicable law which is binding on the Guarantor.

5.2 If any deduction or withholding is required by any applicable law to be made by the Guarantor:

(a) the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required; and

(b) the Guarantor shall promptly deliver to the Authority all receipts issued to it evidencing each deduction or withholding which it has made.

5.3 The Guarantor shall not and may not direct the application by the Authority of any sums received by the Authority from the Guarantor under any of the terms in this Deed.

5.4 The Guarantor shall pay interest on any amount due under this Deed at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

5.5 The Guarantor shall, on a full indemnity basis, pay to the Authority on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any VAT on those costs and expenses) which the Authority incurs in connection with:

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(a) the preservation, or exercise and enforcement, of any rights under or in connection with this Deed or any attempt to do so; and

(b) any discharge or release of this Deed.

6 Conditional Discharge

1.1 Any release, discharge or settlement between the Guarantor and the Authority in relation to this Deed shall be conditional on no right, security, disposition or payment to the Authority by the Guarantor, the Supplier or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.

1.2 If any such right, security, disposition or payment as referred to in Clause 1.1 is avoided, set aside or ordered to be refunded, the Authority shall be entitled subsequently to enforce this Deed against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment has not been made.

7 Representations and Warranties

The Guarantor represents and warrants to the Authority that:

(a) it is duly incorporated with limited liability and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name, and has power to carry on its business as now being conducted and to own its property and other assets;

(b) it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this Deed;

(c) it has full power to perform the obligations expressed to be assumed by it or contemplated by this Deed;

(d) it has been duly authorised to enter into this Deed;

(e) it has taken all necessary corporate action to authorise the execution, delivery and performance of this Deed;

(f) this Deed when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;

(g) all necessary consents and authorisations for the giving and implementation of this Deed have been obtained;

(h) that its entry into and performance of its obligations under this Deed will not constitute any breach of or default under any contractual, government or public obligation binding on it; and

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(i) that it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this Deed and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

8 Assignment

8.1 The Authority shall be entitled by notice in writing to the Guarantor to assign the benefit of this Deed at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this Deed.

8.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed without the prior written consent of the Authority.

9 Variation

No variation of this Deed shall be effective unless it is in writing and signed by the parties.

10 Demands and Notices

10.1 Any demand or notice served by the Authority on the Guarantor under this Deed shall be in writing, addressed to:

(a) For the Attention of **[insert** details]

(b) [Address of the Guarantor in England and Wales]

10.2 or such other address in England and Wales as the Guarantor has from time to time notified to the Authority in writing in accordance with the terms of this Deed as being an address or facsimile number for the receipt of such demands or notices.

10.3 Any notice or demand served on the Guarantor or the Authority under this Deed shall be deemed to have been served:

(a) if delivered by hand, at the time of delivery; or

(b) if posted, at 10.00 a.m. on the second Business Day after it was put into the post.

10.4 In proving service of a notice or demand on the Guarantor it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.

10.5 Any notice purported to be served on the Authority under this Deed shall only be valid when received in writing by the Authority.

11 Entire Agreement

11.1 This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 The Guarantor acknowledges that it has not entered into this Deed in reliance upon, nor has it been induced to enter into this Deed by, any representation, warranty or undertaking made by or on behalf of the Authority (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed.

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12 Waiver

12.1 No failure or delay by the Authority to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.2 Any waiver by the Authority of any terms of this Deed, or of any Guaranteed Obligations, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

13 Severance

If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.

14 Third Party Rights

A person who is not a Party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any of its terms but this does not affect any third party right which exists or is available independently of that Act.

15 Governing Law and Jurisdiction

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

15.2 The Guarantor irrevocably agrees for the benefit of the Authority that the courts of England shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Deed or its subject matter or formation.

15.3 Nothing contained in Clause 15.2 shall limit the rights of the Authority to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

15.5 [The Guarantor irrevocably appoints **[insert** name of agent] of **[insert** address of agent] as its agent to receive on its behalf in England or Wales service of any proceedings under this Clause 15. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Authority has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall appoint a substitute acceptable to the Authority and deliver to the Authority the new agent's name and address within England and Wales.]

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Executed as a deed by **[insert** the name of the Guarantor] acting by **[insert** name of Director] a director, in the presence of a witness:

……	……
[Signature of Witness]	[Signature of Director]
	Name of Director:
	……
Name of Witness:	……
Address of Witness:	……
	……
Occupation of Witness:	……

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Schedule 31 – Processing Personal Data

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Schedule 31 – Processing Personal Data

1 Data Processing

1.1 This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

1.2 The contact details of the Authority's Data Protection Officer is: [redacted]

1.3 The contact details of the Supplier's Data Protection Officer are: [redacted]

1.4 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.5 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	**The Authority is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with Clause 21.2 to 23.15 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data: • The scope of Personal Data for which the purposes and means of the processing by the Supplier is detailed in this Schedule 31 for the scope of the Services as defined in Schedule 2 (*Services Description*). **The Supplier is Controller and the Authority is Processor** The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Authority is the Processor in accordance with Clause 21.2 to 21.15 of the following Personal Data: • Not applicable. **The Parties are Joint Controllers** The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: • Not applicable. **The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details of Supplier Personnel; and • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Supplier

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Description	Details
	Personnel) engaged in the performance of the Authority's duties under this Contract).
Subject matter of the Processing	Supplier will process such Personal Data as is necessary to deliver the Services. This includes the processing of the Personal Data of UK, European and non-European citizens for the purposes of providing services relating to the recognition and comparison of international qualifications and skills. It will also involve the processing of the Personal Data of the employees of organisations such as educational institutions, businesses, and education stakeholders, and any other legal entity or natural person who require the Services governed by this Contract. Any data processing will be undertaken in accordance with the General Data Protection Regulation, Data Protection Act 2018 and any other data protection legislation currently, or from time-to-time, in force. The processing of Personal Data is needed in order to ensure that the Supplier can effectively deliver this Contract to provide a service to higher education institutions, members of the public and other customers and stakeholders.
Duration of the processing	From the Effective Date for the duration of the Initial Term and any Extension Periods.
Nature and purposes of the processing	The nature of the processing varies between the Services, and shall include any of the processing activities listed in the General Data Protection Regulation, including operations such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data. Processing will vary between the Services and will involve the following processing activities, though this is not an exhaustive list: • Collection of Personal Data in order to identify the data subject and provide the service applied for; • Storage, access and use of the Personal Data in order to identify the data subject and provide the service applied for; • Disclosure and transmission of Personal Data, occasionally to third parties, and occasionally to jurisdictions outside of the EU (always in accordance with legislative requirements for international transfers); • Alignment / combination of Personal Data (such as comparison information and opinion) in order to provide the service applied for; • Use and transmission of Personal Data in order to communicate with the

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Description	Details
	data subject regarding their application and/or service; • Modification of Personal Data (e.g. change of details) at the data subject's instruction; and • Erasure / deletion / destruction of Personal Data in accordance with retention schedules / at an individual's request. The purpose of the processing by the Supplier is the delivery of the Services outlined by the contract between the Parties, namely the provision of services relating to the recognition and comparison of international qualifications and skills. Unless there has been sharing of Personal Data with the Authority previously, until any transfer of data following termination / expiry of the Contract between the Parties: • It will be the responsibility of Supplier to respond to data subject requests under Articles 15-22 of the GDPR; • It will be the responsibility of Supplier to notify the Information Commissioner (and data subjects) where necessary about data breaches; • It will be the responsibility of Supplier to maintain records of processing under Article 30 of the GDPR; • The point of contact for data subjects seeking to enforce data subject rights will be [redacted] the Data Protection Officer for Supplier; and • In compliance with Article 13 and 14 of the GDPR, the Supplier will publish and maintain a privacy notice relating to the processing of Personal Data governed by the contract between the parties.
Type of Personal Data being processed	Depending on the specific service concerned, Personal Data that will be collected may include the following, which should not be considered an exhaustive list: • Name and title • Date of birth • Gender • Nationality • Contact details

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Description	Details
	• Qualification information and documentation (title, institution, year(s) of study, duration, country of issue, qualification subject data. • Signatures • Previous names • Comparison data • Occasionally passport information – for identification • Credit card data • Other information volunteered by the data subject • Professional status • Employment status It should be noted that it is not anticipated that special categories of Personal Data will be requested or required, however on occasion information might be volunteered or assumed from data submitted by a data subject that might be considered to be special categories – in particular in relation to racial or ethnic origin. Where consent is the legal basis for processing Personal Data, it will be established and recorded separately from the main privacy information.
Categories of Data Subject	• Individual applicants for UK ENIC Services • The Personal Data of staff of organisations and legal entities contracting with UK ENIC for corporate services, including educational institutions and other corporate clients. • Stakeholder representatives. • Users of the UK ENIC Portal.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	For individual services Personal Data will, in general, be retained for a period of 25 years from the date of completion of the service. Copies of documents submitted in support of applications for services are deleted or destroyed no later than 12 months after completion of the service. Data subjects can request deletion or destruction at any time, and deletion requests will be considered and processed on a case-by-case basis in accordance with the rules set out in data protection legislation.

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Description	Details
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	***For the purposes of delivering this Contract, Personal Data is processed primarily in the United Kingdom and, in limited circumstances, the European Economic Area (EEA), including Ireland, Czech Republic and Norway.***
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	[redacted]

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Description	Details
	[redacted]

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Schedule 32 – Intellectual Property Rights

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1 Intellectual Property Rights – General Provisions

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

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

(i) the Supplier Software;

(ii) the Third Party Software;

(iii) the Third Party IPRs;

(iv) the Supplier Background IPRs; and

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

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

(i) the Authority Software;

(ii) the Authority Data;

(iii) the Database; and

(iv) the Authority Background IPRs; and

(c) neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks.

1.2 Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with the requirements of this Schedule 32 (*Intellectual Property Rights*), it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).

1.3 If the Supplier becomes aware at any time, including after the Term, that, in respect of any Deliverable, the Authority has not received the licences to the Supplier Software, the Third Party Software, the Third Party IPRs and the Supplier Background IPRs required by Paragraphs 2, 3 and 5, the Supplier must, within 10 Working Days notify the Authority:

(a) the specific Intellectual Property Rights the Authority has not received licences to; and

(b) the Deliverables affected.

1.4 Where a patent owned by the Supplier is infringed by the use of the Specially Written Software or Project Specific IPR by the Authority or any Replacement Supplier, the Supplier hereby grants to the Authority and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

1.5 Unless otherwise agreed in writing, the Supplier will record in the table at Annex 1 to this Schedule and keep updated throughout the Term:

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(a) any Specially Written Software and Project Specific IPR; and

(b) where:

(i) the Specially Written Software or Project Specific IPR adapts Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs; or

(ii) Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs is embedded in, or forms an integral part of, the Specially Written Software or Project Specific IPR;

full details of the Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs.

1.6 For the avoidance of doubt:

(a) except as provided for in Paragraph 2.2(d)(iii)(B), the expiry or termination of this Contract does not of itself terminate the licences granted to the Authority under Paragraph 2;

(b) the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:

(i) Sections 55 and 56 of the Patents Act 1977;

(ii) section 12 of the Registered Designs Act 1949; or

(iii) sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

1 Ownership and delivery of IPR created under the Contract

1.1 Subject to Paragraph 1.1(a), the Supplier agrees to:

(a) transfer to the Authority, or procure the transfer to the Authority of all Intellectual Property Rights in the Specially Written Software and Project Specific IPRs, including:

(i) the Documentation, Source Code and the Object Code of the Specially Written Software; and

(ii) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software,

(together the **Software Supporting Materials**); and

(b) execute all such assignments required to transfer properly any rights in the Specially Written Software and Project Specific IPRs to the Authority.

1.2 The Supplier must deliver to the Authority:

(a) the Specially Written Software;

(b) any software elements of the Project Specific IPR;

(c) relevant Documentation; and

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(d) all related Software Supporting Materials,

within 5 Working Days of:

(e) either:

(i) initial release or deployment; or

(ii) if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone; and

(f) each subsequent release or deployment of the Specially Written Software and any software elements of the Project Specific IPR.

1.3 Where the Supplier delivers materials to the Authority under Paragraph 1.2, it must do so in a format specified by the Authority. Where the Authority specifies the material is to be delivered on media, the Authority becomes the owner of the media containing the material on delivery.

2 Use of Supplier or Third Party Non-COTS Software or Non-COTS Background IPR

2.1 The Supplier must not use any:

(a) Supplier Non-COTS Software; or

(b) Supplier Non-COTS Background IPR;

in the provision of the Services or in any Deliverable (including in any Specially Written Software or in the software element of Project Specific IPRs) unless:

(c) in the case of Supplier Non-COTS Software and the software elements of Supplier Non-COTS Background IPR, it is:

(i) detailed in Schedule 12 (Software); or

(ii) both:

(A) submitted to the Technical Board for review; and

(B) approved by the Authority; and

(d) in the case of non-software elements of Supplier Non-COTS Background IPR, it is approved by the Authority in writing.

2.2 The Supplier must not use any:

(a) Third Party Non-COTS Software; or

(b) Third Party Non-COTS Background IPR,

(c) in the provision of the Services or in any Deliverable (including in any Specially Written Software or in the software element of Project Specific IPRs) unless:

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(d) in the case of Third Party Non-COTS Software and the software elements of Third Party Non-COTS Background IPR, it is:

(i) detailed in Schedule 12 (Software); or

(ii) both:

(A) submitted to the Technical Board for review; and

(B) approved by the Authority; and

(iii) one of the following conditions is met:

(A) the owner or an authorised licensor of the relevant IPR has granted the Authority a direct licence on the terms equivalent to those set out in Paragraph 5; or

(B) if the Supplier cannot, after commercially reasonable endeavours, meet the condition in Paragraph 2.2(d)(iii)(A), all the following conditions are met:

1) the Supplier has notified the Authority in writing giving details of:

(aa) what licence terms can be obtained from the relevant third party; and

(bb) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;

2) the Authority approves the licence terms of one of those third parties; and

3) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Authority on those terms; or

(C) if the Supplier cannot meet the conditions in Paragraphs 2.2(d)(iii)(A) and 2.2(d)(iii)(B), the Authority has provided written approval to use the relevant IPR without a licence, with reference to the acts authorised and the specific IPR involved; or

(e) in the case of non-software elements of Third-Party Non-COTS Background IPR, it is approved by the Authority in writing.

3 Use of Supplier or Third Party COTS Software or COTS Background IPR

3.1 The Supplier must not use any:

(a) Supplier COTS Software;

(b) Supplier COTS Background IPR;

(c) Third Party COTS Software; or

(d) Third Party COTS Background IPR,

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in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) unless:

(e) in the case of Supplier COTS Software, Third Party COTS Software and the software elements of Supplier COTS Background IPR and Supplier COTS Background IPR, it is either:

(i) detailed in Schedule 12 (Software); or

(ii) both:

(A) submitted to the Technical Board for review; and

(B) approved by the Authority; and

(f) all the following conditions are met:

(i) the Supplier has provided the Authority with the applicable terms for the IPRs (which must be at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available); and

(ii) the Authority has not (in its absolute discretion) rejected those licence terms within 10 Working Days of the date on which they were provided to the Authority.

4 Licences granted by the Authority

4.1 The Authority grants the Supplier a licence to the

(a) the Project-Specific IPR;

(b) the Database;

(c) the Specially Written Software;

(d) the Authority Software;

(e) the Authority Data; and

(f) the Authority Background IPRs

that:

(g) is non-exclusive, royalty-free and non-transferable;

(h) is sub-licensable to any Sub-contractor where

(i) the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Annex 1 to Schedule 12 (*Software*); and

(ii) the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;

(i) allows the Supplier and any sub-licensee to use, copy and adapt any licensed IPRs for the purpose of fulfilling its obligations under this Contract; and

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(j) terminates at the later of:

(i) the expiry of the Term; or

(ii) the end of any Termination Assistance Period.

4.2 When the licence granted under Paragraph 4.1 terminates, the Supplier must, and must ensure that each Sub-contractor granted a sub-licence under Paragraph 4.1(h):

(a) immediately cease all use of the licensed IPR;

(b) either:

(i) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the licensed IPR; or

(ii) if the Authority has not made an election within six months of the termination of the licence, destroy the documents and other tangible materials that contain any of the licensed IPR; and

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

4.3 In additional to the licences set out in Paragraphs 4.1 and 6, the Authority grants the Supplier a licence to use the Project Specific IPR, Specially Written Software and Database for the purposes of providing services to the Home Office under the Home Office Contract, where necessary for providing those services.

5 Licences in respect of Supplier Non-COTS Software and Supplier Non-COTS Background IPR

5.1 Subject to the Authority approving the use of Supplier Non-COTS Software and Supplier Non-COTS Background IPR under Paragraph 2, the Supplier grants the Authority a Supplier Existing IPR Licence on the terms set out in Paragraph 5.3 in respect of each Deliverable where:

(a) the Supplier Non-COTS Software and Supplier Non-COTS Background IPR is embedded in the Deliverable;

(b) the Supplier Non-COTS Software and Supplier Non-COTS Background IPR is necessary for the Authority to use the Deliverable for any of the purposes set out in Paragraph 5.4; or

(c) the Deliverable is a customisation or adaptation of Supplier Non-COTS Software and Supplier Non-COTS Background IPR.

5.2 The categories of Supplier Non-COTS Software and Supplier Non-COTS Background IPR set out in Paragraph 5.1 are mutually exclusive.

5.3 The Supplier Existing IPR Licence granted by the Supplier to the Authority is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

(a) in the case of Supplier Non-COTS Software and Supplier Non-COTS Background IPR embedded in a Deliverable:

(i) has no restriction on the identity of any transferee or sub-licensee;

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(ii) is sub-licensable for any of the purposes set out in Paragraph 5.4;

(iii) allows the Authority and any transferee or sub-licensee to use, copy and adapt the Supplier Non-COTS Software and Supplier Non-COTS Background IPR for any of the purposes set out in Paragraph 5.4; and

(b) in the case of Supplier Non-COTS Software and Supplier Non-COTS Background IPR that is necessary for the Authority to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:

(i) allows the Authority and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Non-COTS Software and Supplier Non-COTS Background IPR for any of the purposes set out in Paragraph 5.4;

(ii) is transferrable to only:

(A) a Crown Body;

(B) any body (including any private sector body) that performs or carries out any of the functions or activities that the Authority had previously performed or carried out; or

(C) a person or organisation that is not a direct competitor of the Supplier; where that transferee:

1) enters into a direct arrangement with the Supplier in the form set out in Annex 1 of Schedule 12 (*Software*); or

2) enters into a confidentiality arrangement with the Authority in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*);

(iii) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier:

(A) enters into a direct arrangement with the Supplier in the form set out in Annex 1 of Schedule 12 (*Software*); or

(B) enters into a confidentiality arrangement with the Authority in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*);

(c) includes a perpetual, royalty-free, non-exclusive licence to use, copy and adapt any Know-How, trade secrets or Confidential Information of the Supplier contained within any Supplier Non-COTS Software and Supplier Non-COTS Background IPR;

(d) continues in effect following the expiry or earlier termination of this Contract; and

(e) is subject to the restrictions that:

(i) no sub-licence granted to the Supplier Non-COTS Software and Supplier Non-COTS Background IPR shall purport to provide the sub-licensee with any wider rights than those granted to the Authority under this Paragraph; and

(ii) any transferee or sublicensee of the Supplier Non-COTS Software and Supplier Non-COTS Background IPR must either:

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(A) enter into a direct arrangement with the Supplier in the form set out in Annex 1 of Schedule 12 (*Software*); or

(B) enter into a confidentiality arrangement with the Authority in terms equivalent to those set out in set out in Clause 19 (*Confidentiality*).

5.4 For the purposes of Paragraphs 5.1 and 5.3, the relevant purposes are:

(a) to allow the Authority or any End User to receive and use the Deliverables;

(b) to commercially exploit (including by publication under Open Licence) the Project Specific IPR, Specially Written Software and Software Supporting Materials; and

(c) for any purpose relating to the exercise of the Authority's (or, if the Authority is a Public Sector Body, any other Public Sector Body's) business or function.

5.5 Where the legal status of the Authority changes, such that it ceases to be a Crown Body:

(a) the Supplier Existing IPR Licence is unaffected; and

(b) any successor body of the Authority that is a Crown Body shall have the benefit of the Supplier Existing IPR Licence.

5.6 Where the Supplier Existing IPR Licence is transferred under Paragraph 5.3(a)(i) or 5.3(a)(ii) or there is a change in the Authority's legal status to which Paragraph 5.5 applies, the transferee or successor body do not acquire any wider rights than those granted to the Authority under this Paragraph.

5.7 For the avoidance of doubt, any perpetual licences granted to the Authority under any previous agreements entered into with the Supplier (including in respect of items which otherwise constitute Supplier Software and Supplier Non-COTS Background IPR under this Contract), shall remain in full force and effect. The rights and licences granted under such agreements shall continue to be exercisable by the Authority in accordance with the terms therein, without prejudice to the terms of this Contract.

6 Assignment of IPR in Database

6.1 The Supplier hereby assigns to the Authority, with full title guarantee, title to and all rights and interest in the Database or shall procure that the first owner of the Database assigns it to the Authority on the same basis.

6.2 The assignment under Clause 6.1 shall either take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Database, as appropriate.

6.3 The Supplier shall waive or procure a waiver of any moral rights in the Database assigned to the Authority under this Agreement.

6.4 To the extent that it is necessary for the Authority to obtain the full benefits of ownership of the Database, the Supplier hereby grants to the Authority and shall procure that any relevant third party licensor shall grant to the Authority a perpetual, irrevocable, non-exclusive, assignable, royalty-free and global licence to Use, sublicense and or commercially exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Database.

7 Open Licence Publication

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7.1 Subject to Paragraph 7.8, the Supplier agrees that the Authority may at its sole discretion publish under Open Licence all or part of the Project Specific IPR, the Specially Written Software or the Software Supporting Materials.

7.2 The Supplier warrants that:

(a) the Project Specific IPR, the Specially Written Software or the Software Supporting Materials are suitable for release under Open Licence;

(b) in developing Project Specific IPR, the Specially Written Software or the Software Supporting Materials it has used reasonable endeavours to ensure that:

(i) the publication by the Authority will not:

(A) allow a third party to use them in to compromise the operation, running or security of the Specially Written Software, the Project Specific IPRs, the Authority System or the Supplier System;

(B) cause any harm or damage to any party using them; or

(C) breach the rights of any third party; and

(ii) they do not contain any material which would bring the Authority into disrepute if published.

7.3 The Supplier must not include in the Project Specific IPR, the Specially Written Software or the Software Supporting Materials provided for publication by Open Licence any Supplier Software, Supplier Background IPR, or Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR unless the Supplier consents to:

(a) their publication by the Authority under Open Licence; and

(b) their subsequent licence and treatment as Open Licence under the terms of the licence chosen by the Authority.

7.4 The Authority will not be liable in the event that any Supplier Software, Supplier Background IPR, or Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR is included in the Open Licence Publication Material published by the Authority

7.5 The Supplier must supply any or all the Project Specific IPR, the Specially Written Software or the Software Supporting Materials in a format (whether it is provided in any other format or not) suitable for publication under an Open Licence (the **Open Licence Publication Material**) within 30 Working Days of written request from the Authority (**Authority Open Licence Request**).

7.6 The Supplier may within 15 Working Days of Authority Open Licence Request under Paragraph 7.5 request in writing that the Authority excludes all or part of:

(a) the Project Specific IPR, the Specially Written Software or the Software Supporting Materials Items; or

(b) the Supplier Software, the Third Party Software, the Third Party IPRs, the Supplier Background IPRs, or any Know-How, trade secrets or Confidential Information of the Supplier contained in any Specially Written Software or Project Specific IPR that would otherwise be included in the Open Licence Publication Material supplied to the Authority pursuant to Paragraph 7.5,

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from Open Licence publication.

7.7 The Supplier's request under Paragraph 7.5 must include the Supplier's assessment of the impact the Authority's agreeing to the request would have on its ability to publish other Project Specific IPR, Specially Written Software or Software Supporting Materials under an Open Licence.

7.8 Any decision to Approve any such request from the Supplier under Paragraph 7.5 shall be at the Authority's sole discretion, not to be unreasonably withheld or delayed, or made subject to unreasonable conditions.

7.9 The Authority agrees not to publish under Open Licence the BCRM, BCRM Modifications and any source code relating to the BCRM and BCRM Modifications that may be made available by the Supplier to the Authority under this Contract.

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Annex 1 – Project Specific IPR and Specially Written Software

Name of Project Specific IPR	Details
Reporting Dashboard	A dashboard to be developed by the Supplier following completion of requirements gathering

Name of Specially Written Software	Details
Nil Specially Written Software at the Effective Date	

Name of adapted or embedded Supplier Software, Third Party Software, Third Party IPRs, or Supplier Background IPRs	Details
Nil adapted or embedded software at the Effective Date	