



Department
for Work &
Pensions

SCHEDULE 2

SERVICE REQUIREMENTS

- 2.1 Services Description (Specification)
- 2.2 Performance Reviews
- 2.3 Standards
- 2.4 Security Requirements
- 2.5 Insurance Requirements

SCHEDULE 2.1 - SERVICES DESCRIPTION (SPECIFICATION)

Description of the Services

The Supplier will comply with the detail set out within the following additional documents which shall be deemed to be incorporated into this Agreement;

Document	Dated
Specification	V2 Issued on the E-Procurement System as part of the ITT on 18/09/2020[insert date and time of issue on E-Procurement System] a copy of which is attached at Annex A to this Schedule 2.
Q&A Log (Q&A)	Response to the Q&A Log during the period 23/09/2020-07/10/202 , as posted on the E-Procurement System on 07/10/2020 a copy of which is attached at Annex B to this Schedule 2.

Annex A: Specification



Specification for Job Finding Support (JFS)

Section 1: Overview 7

Introduction	7
The Specification	7
Service to Participants.....	8
Intensity of Support	8
Service Requirements	9
Critical Success Factors.....	9
Contract Area	9
Volumes and Contract Values	9
Funding Model.....	10
Provision Duration	10
Programme Evaluation and Improvement.....	10
The Disability Confident Scheme	11

Section 2: Service Requirements 12

Aim of the JFS Provision	12
Participant Group Eligibility and Suitability	12
Eligibility.....	12
Suitability	12
The JFS Delivery Model	13
Participant Identification.....	14
Participant Referral Process	14
Initial Contact with Supplier	14
During the Programme	15
Length of Support.....	16
Change of Circumstances.....	16
Completing Provision.....	16
Completer.....	16

Automatic End Dates	16
Early Completer	17
Disengagement and Re-Engagement	17
Re-Referrals	17
Delivery Location	18
Safeguarding.....	18
Digital Technology	18
Communications, Marketing and Naming Convention	18
Implementation, Contract Duration and Outcomes.....	19
Section 3: The Commercial Approach	19
Overview	20
The Commercial Timeline	20
Contract Duration and Start Date	21
Notification to Preferred Suppliers	21
Standstill Period and Award of contracts	21
Debrief to Unsuccessful Bidders	21
Transfer of Undertaking (Protection of Employment) Regulations 2006.....	22
Open Book Accounting	22
Costs and Expenses	22
Working with Small and Medium Enterprises and Voluntary, Community and Social Enterprises.....	23
Section 4: Performance Management	24
Introduction	24
Performance Management and Intervention Regime	24
Performance Management.....	25
Performance Compliance Officer Checks (PCO).....	26
Performance Expectations -Customer Service Standards (CSSs)	26
Section 5: Payment Model	29
Background	29

Delivery Fee	29
Payments to Suppliers	1
Section 6: Supplier Assurance and Governance	2
Programme Supplier Assurance Team	2
The Authority’s Code of Conduct.....	3
Life Chances Through Procurement (LCTP)	3
Security	3
Legislation	4
Reference Material	4
Annex 1- Job Finding Action Plan	6
Annex 2 - Design and Participant Journey	6
Annex 3 - Customer Satisfaction Survey	6
Annex 4 - The DWP’s Code of Conduct	7

SECTION 1: OVERVIEW

1 Introduction

1.1 Job Finding Support (JFS) has been designed in line with the Department for Work and Pensions (DWP) Business Strategy and Target Operating Model. DWP's Target Operating principles shaping choices, enabling decision making includes:

- **Customers** will experience a service that feels tailored to their needs, primarily automated but providing continuity through a single DWP contact at times in their lives when they need it.
- We will view **partners, other government departments, and contractors** as part of a single system, working with them to assure the best outcomes for customers, understanding the value we add and focusing our activities where DWP is best placed to deliver a service.

1.2 On 8 July 2020 the Chancellor of the Exchequer, announced 'A plan for Jobs 2020, to support, create and protect jobs¹'. This includes:

- Job finding support - to introduce a job finding support service in Great Britain. This online, one-to-one service will help those who have been unemployed for less than three months increase their chances of finding employment

This specification sets out the requirement for the JFS service as part of that plan.

2 The Specification

1.3 JFS is a new voluntary provision covering Great Britain (England, Scotland and Wales) offering a service for recently unemployed people (up to 13 weeks unemployed) who may not need significant help with their job search, but would benefit from a short package of tailored support to help them become familiar with current recruitment practices and understand sector specific approaches.

1.4 Each Participant will be offered a minimum of 4 hours flexible, digital 1-2-1 tailored support and the opportunity to join at least one digital group session. This will be delivered by a Designated Adviser with the necessary skills and experience to provide the required service offer for each Participant.

¹ <https://www.gov.uk/government/publications/a-plan-for-jobs-documents/a-plan-for-jobs-2020>

NB. Participants whilst participating on JFS will always be required to meet their benefit conditionality requirements e.g. interviews with Jobcentre Plus whilst on JFS provision.

3 Service to Participants

1.5 The Participant will receive tailored support to enable them to develop a personalised CV and Job Finding Action Plan (JFAP) (See para 2.16 and Draft JFAP in Annex 1 attached).

As appropriate to the needs of the Participant, the service offered (and recorded on the JFAP) will include but not be limited to:

- A mock interview
- A digital online group session
- Help to identify their transferable skills
- Sector specific job advice
- Job matching to suitable vacancies and advice/links about suitable employers

1.6 During and on completing/exiting the service, a Participant should be offered advice about other steps necessary to help with their job search, including signposting to other suitable national and local provision. This information should be recorded on the JFAP.

1.7 The key benefits of JFS are to provide a service improving the Participant's understanding and ability of how to apply for employment opportunities, improving the likelihood of securing sustainable paid employment.

4 Intensity of Support

1.8 During the programme, every Participant will be offered a minimum of 4 hours 1-2-1 digital support and offered access to at least 1 digital group session. The delivery of support will be tailored to the individual but all Participants will receive access to:

- A minimum of two 1-2-1 sessions with a Designated Adviser, access to a minimum of one digital group session where the Participant will receive advice and information in a group setting of a reasonable size. As a guide we would suggest a group size of up to 15 Participants; and Participants should have the opportunity to meet on-line with peers.
- The full service must be delivered within a maximum of 20 working days from the start date. Suppliers should ensure the provision is completed as effectively and quickly as possible, the expectation is that the majority of participants will complete this provision within 10 Working Days from the start date.

5 Service Requirements

- 1.9 A description of the JFS Service Requirements are set out in Section 2: Service Requirements.

6 Critical Success Factors

- 1.10 The Critical Success Factors (CSFs) of JFS, which will be used by The Authority to determine the overall effectiveness of the service are set out below. The Authority will use the bidding process to establish how bidders intend to deliver against these CSFs and to determine set performance measures.

- **CSF 1:** Ensure each Participant receives a personalised offer to increase their ability and confidence in finding work.
- **CSF 2:** All Participants to be offered a minimum of 4 hours flexible, digital 1-2-1 tailored support and at least 1 digital group session.
- **CSF 3:** All Participants to have a personalised CV and Job Finding Action Plan (JFAP) in order to improve their understanding and ability of how to apply for employment opportunities, improving the likelihood of securing sustainable paid employment.

7 Contract Area

- 1.11 JFS will be provided in a single contract across England, Scotland and Wales. The Authority will seek to award a contract based on best value, as defined in the JFS Instructions to Bidders.

8 Volumes and Contract Values

- 1.12 The Authority has established that the eligible and suitable group will be identified by Jobcentre Plus (see para 2.3 and 2.4). Authority analysts have looked at previous Authority provisions and initiatives and the current economic conditions to develop forecasts of volumes of persons who could be eligible for, and suitable for JFS.
- 1.13 The table below sets out The Authority's estimate of the maximum anticipated starts for the duration of the contract (up to 12 months of Referrals). Please note the figures in the table below are indicative volumes only. The Authority has made these estimates in good faith and they will be updated to actual volumes once the contract has been awarded.

Table 1 - Contract Volumes

	Indicative volumes over 12 months	Anticipated Contract Value
--	----------------------------------------------	---------------------------------------

England	140800	
Scotland	12800	
Wales	6400	
Total	160,000	£40,000,000

The Authority does not guarantee any volumes of work within this contract.

9 Funding Model

- 1.14 The JFS funding model will be via a Delivery Fee. Please see Section 5 for more information about the funding model.

10 Provision Duration

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- 1.15 The full service is to be delivered within a maximum of 20 Working Days from the start date. Suppliers should ensure the provision is completed as effectively and quickly as possible, the expectation is that the majority of Participants will complete this provision within 10 Working Days from the start date.

12 Programme Evaluation and Improvement

- 1.16 Understanding what works for this group is a key outcome for The Authority and The Authority is developing a Programme Evaluation strategy to determine the effectiveness of JFS. The Authority will use data (including but not limited to information recorded by The Authority itself, the Management Information (MI) Suppliers are contractually required to provide to The Authority, and other knowledge captured as part of the delivery of the provision) to conduct quantitative and qualitative research to ascertain the nature and efficacy of the support provided to Participants.
- 1.17 The Authority or researchers on behalf of The Authority may interview a sample of Participants, the Supplier, and their supply chain and support network as part of The Authority's evaluation of JFS. The Authority or researchers on behalf of The Authority may also operate a control group of Participants as part of The Authority's evaluation of JFS.
- 1.18 Suppliers must co-operate with The Authority's Programme Evaluation of JFS and all activity conducted or commissioned by The Authority for that purpose. The Authority will contact Suppliers in advance about any such activity.

13 The Disability Confident Scheme

1.19 The Disability Confident scheme aims to help employers make the most of the opportunities provided by employing disabled people. It has been developed by employers and disabled people's representatives. The scheme takes employers on a journey from being Disability Confident Committed (Level One) to being a Disability Confident Employer (Level Two), then going on to be a Disability Confident Leader (Level Three).

1.20 The Supplier must be signed up to Disability Confident as a condition of contract with The Authority and must have achieved at least a Level Two, Disability Confident Employer status within 6 months of the JFS contract award. As a Disability Confident Employer the Supplier will be showing disabled people that they are serious about supporting disabled people to prosper in their organisations and for the employers they work with. More information can be found on the following webpage:

<https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme>

1.21 The Supplier will ensure sub-contractors achieve a minimum Disability Confident status at a level commensurate to the proportion of JFS provision that sub-contractors deliver as follows:

Disability Confident Level 1 - from 5% up to 25% delivery;

Disability Confident Level 2 - more than 25% delivery

Any sub-contractor's Disability Confident status must be achieved within 6 months from the date the sub-contractor commences delivery of JFS provision. Regular MI on this is required as part of sub-contractor data updates.

SECTION 2: SERVICE REQUIREMENTS

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2 **Aim of the JFS Provision**

- 2.1 The key benefits of JFS are to provide a service improving the Participant's understanding and ability of how to apply for employment opportunities, improving the likelihood of securing sustainable paid employment.

3 **Participant Group Eligibility and Suitability**

- 2.2 Potential Participants will be referred by Jobcentre Plus on a voluntary basis. Applicants must fulfil the agreed eligibility and suitability criteria to be considered.

4 **Eligibility**

- 2.3 To be eligible for JFS, potential Participants must:

- Have the right to reside in the United Kingdom;
- Have the right to work in the United Kingdom;
- Reside in England, Scotland or Wales;
- Claiming benefits for less than 13 weeks
- Be of working age (16 to State Pension age).

Note: For JFS in England and Wales, "working age" is defined as starting from 16 years of age. However, in England 16 to 17 year olds who are not in work are required to stay in education or training, so whilst 16-17 year olds can access JFS in Wales, in England they cannot. All 18 year olds can apply if eligible/suitable for JFS.

Note: The Authority reserves the right, by exception, to refer Participants who have been unemployed for up to 26 weeks

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6 **Suitability**

- 2.4 If the potential Participant fulfils the eligibility criteria, Jobcentre Plus will also identify those who are suitable for JFS. To be considered suitable for JFS, the Potential Participant would be:

- Not normally currently participating in other Authority Contracted Employment provision or similar job finding provision
- Assessed as needing and benefiting from JFS support including consideration of suitability for an individual who has left full time education within the last 26 weeks.

- Capable of participating on JFS including being able to work on-line, via video conferencing and/or telephone connections

Note: The Authority reserves the right, by exception, to refer customers who have been unemployed for up to 26 weeks.

- 2.5 These criteria will be available to Jobcentre Plus to inform the identification of potentially eligible and suitable individuals.

Note: Suppliers must be able to support all eligible and suitable individuals referred by Jobcentre Plus including those from disadvantaged groups.

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9 The JFS Delivery Model

- 2.6 JFS will provide a personalised support offer, tailored to individual Participants' needs.

- 2.7 The Participant will receive tailored support to enable them to develop a personalised CV and Job Finding Action Plan (JFAP) to be updated at each Participant attendance. As appropriate to the needs of the Participant, the service offered will include but not be limited to:

- A mock interview
- A digital online group session
- Help to identify their transferable skills
- Sector specific job advice
- Job matching to suitable vacancies and advice/links about suitable employers

- 2.8 Suppliers are required to deliver but will have the discretion to decide how to deliver the minimum service requirements as outlined above. This will include agreeing the designated adviser(s) for delivering support to the Participant throughout the provision where possible. The key elements of a JFS Participant's journey are:

- Participant identification;
- Eligibility/suitability assessment and initial interview with Jobcentre Plus;
- Referral to the Supplier;
- Start on the JFS provision (initial contact with Supplier and needs assessment);
- Participation in provision;
- Provision exit.

- 2.9 A flowchart of the end-to-end JFS Participant journey can be found at Annex 2 attached.

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11 Participant Identification

- 2.10 Participants eligible and suitable for the JFS provision will be identified by Jobcentre Plus who will determine their eligibility and suitability for JFS. Individuals will decide if they wish to participate on a voluntary basis.

12 Participant Referral Process

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- 2.11 If the Participant agrees to start JFS, Jobcentre Plus will generate a Referral to the JFS Supplier using The Authority IT systems. The JFS Supplier must acknowledge a Participant Referral on The Authority IT system and accept or reject within 2 Working Days of the receipt of the Referral (the day of receipt of Referral is deemed as day one). Where a duplicate Referral for a Participant is identified, or where the Referral is inappropriate, the Supplier will be required to reject the referral in The Authority IT systems, referring to the JFS Supplier Guidance for the correct action to take and rejection reason.
- 2.12 A Participant cannot start on JFS without a Referral being received by the Supplier (or in the case of a Special Customer Record (SCR) the relevant clerical referral process has been fully complied with). Multi Agency Public Protection Arrangements (MAPPA) cases need to be managed via a specified process with restricted access. For more information please see JFS Supplier Guidance.

14 Initial Contact with Supplier

- 2.13 The Supplier must attempt to contact the Participant at least three times to book the Initial Meeting.
- 2.14 The Initial Meeting will be held digitally and must take place within 8 (eight) Working Days of the date the Referral was made by The Authority. Once completed, the date of this meeting will be recorded as the date the Participant starts on provision.
- 2.15 The Supplier must conduct the initial meeting in accordance with The Authority data security standards and guidance. At the initial meeting:
- The Supplier must check the Participant's ID. The Supplier will outline the tailored support available and the maximum provision length of 20 Working Days. Please refer to JFS Supplier Guidance;
 - The Supplier will offer the Participant a minimum of 4 hours 1-2-1 and one group session delivered digitally;
 - The Participant and Supplier will work together to identify the participant's job finding support needs; create and agree first draft of a Job Finding Action Plan (JFAP) and will be updated by the Supplier at each 1-2-1 meeting.

- The JFAP must be issued to the Participant and a copy retained by the Supplier, forming part of the evidence of a start on provision (see the JFS Supplier Guidance, for further details);
 - Supplier must agree the next appointment to take place within 5 Working Days after the Initial Meeting.
- 2.16 The Supplier must ensure that in all communications they are satisfied they are engaging with the correct person. To do this, they may ask Participants to confirm personal information. Please see JFS Supplier Guidance.
- 2.17 At the Initial Meeting the Supplier will issue the Participant with an Induction Pack which must include, as a minimum: Data Protection Act (DPA)/General Data Protection Regulation (GDPR) responsibilities of the Supplier; l/contact details; expectations, the Supplier's complaints process and participation requirements. This must be acknowledged by the Participant. Please refer to Supplier Guidance.
- 2.18 The outcome of the Initial Meeting must be recorded on the DWP IT systems within 10 Working Days of the date the Referral was made by the authority; as either Start (the Start date on the provision), 'Did Not Start' or 'Did Not Attend'. The date recorded may be a retrospective date if the Supplier enters a Start date after the Initial Meeting was conducted.
- 2.19 A 'Did Not Start' can only be entered on The Authority IT systems where a Participant **attends** their Initial Meeting with the Supplier but does **not** start provision e.g. due to starting work, illness, changes in circumstances, the Supplier establishes that they are not/no longer eligible or suitable for JFS or where an error is discovered after the referral has been accepted on The Authority IT systems but prior to the Initial Supplier Meeting date. In these cases, Suppliers must cancel The Authority IT systems Referral, recording a cancellation reason 'Did Not Start'. See the JFS Supplier Guidance for the action to take.
- 2.20 A 'Did Not Attend' should be entered on The Authority IT systems where the Participant fails to attend the initial meeting e.g. due to starting work, changes their mind, illness or changes in circumstances. This includes cases where the Supplier identifies, prior to the meeting, that the Participant will not be attending. Suppliers must cancel the Referral in The Authority IT systems recording a cancellation reason 'Did Not Attend'.

15 During the Programme

- 2.21 The Supplier and the Participant will agree what services and how the required service will be delivered. The Supplier will update the JFAP at each meeting to confirm activities and agreed actions.
- 2.22 During time on the programme the Participant will be offered a minimum of 4 hours flexible online 1-2-1 tailored support with a Designated Adviser(s). This will be ideally spread over a number of sessions, with a minimum offer of 2 sessions within the expected provision duration of 10 working days for the majority of participants, with 20 Working Days as a maximum duration.

- 2.23 If the Participant misses a meeting and the Supplier is not contacted by the Participant with an explanation as to why, the Supplier will attempt to contact the Participant within two Working Days with a view to resolving any issues.

16 Length of Support

- 2.24 The maximum time on provision is 20 Working Days, consisting of a minimum of 4 hours 1-2-1 support and the offer of at least one digital group session. Once a Participant starts on JFS provision they remain on provision until they become a Completer or an Early Completer.

17 Change of Circumstances

- 2.25 Suppliers must have processes in place to receive changes of circumstances from The Authority, consider them, and take action when appropriate.

18 Completing Provision

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20 Completer

- 2.26 A Participant is deemed as completing JFS provision (a Completer) when they have:

- Completed a minimum of 4 hours of direct 1-2-1 contact with JFS provision and the attendance at a group session (as appropriate) and;
- Developed a personalised CV and;
- Their JFAP has been completed, agreed and a copy given to the Participant.

- 2.27 The Supplier will share the finalised JFAP with the Participant on provision completion and with JCP within 5 Working Days of a request. This will include a summary of activities completed whilst on the provision and agreed next steps. The Supplier must annotate the JFAP with the date of the request and the date of issue to JCP.

21 Automatic End Dates

- 2.28 JFS provision will automatically end on the DWP IT systems when 30 calendar days has been reached.

- 2.29 Once a Participant starts JFS provision they will remain on provision on the DWP IT systems until they become a Completer or an Early Completer.

22 Early Completer

- 2.30 A Participant is an Early Completer if JFS provision is no longer appropriate for them.

- 2.31 JFS provision will no longer be appropriate when a Participant:

- moves outside of England, Scotland or Wales (for a period longer than the remaining time on provision); or
- has died; or
- chooses to leave the provision.

- 2.32 A finalised JFAP is not required for an Early Completer. The Supplier will need to input an early end date into The Authority IT systems for Early Completers and retain a copy of the completed JFAP.

23 Disengagement and Re-Engagement

- 2.33 A Participant may disengage with the Supplier. This could occur, for instance, due to the changing health of a Participant, or if they otherwise fail to attend an appointment or participate in an agreed activity. If a Participant is unable to complete the provision within 20 Working Days they should be exited from the programme.

- 2.34 The Supplier must attempt to contact the Participant within two Working Days of disengagement, to establish the circumstances of the disengagement, using the method(s) of contact agreed with the Participant.

- 2.35 If the Supplier is unable to engage with the Participant after 2 attempts over 5 Working Days (less than 5 days if reached the maximum 20-day duration), or if the Participant declares they no longer wish to participate in JFS, the Supplier must inform Jobcentre Plus. The Participant will be exited from the programme and Jobcentre Plus will make a decision if a further Referral is appropriate.

24 Re-Referrals

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- 2.36 All Re-referrals will be subject to Jobcentre Plus re-assessment on whether a Re-referral is the most suitable option for the individual. To be eligible to be considered for re-referral, the following criteria must all be met:

- the Participant still meets the eligibility/suitability criteria;
- the Participant has not previously reached the maximum 20-day duration;
- the Participant has not been re-referred previously.

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Delivery Location

- 2.37 The Supplier is required to deliver the JFS provision across Great Britain via digital means according to the reasonable needs of the individual Participant.

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28 Safeguarding

- 2.38 When Jobcentre Plus identifies an individual as vulnerable, the Supplier will be notified. Safeguarding procedures must be followed when dealing with these Participants to take account of the challenges they may face when being referred to JFS provision.

29 Digital Technology

- 2.39 Suppliers are required to use the most appropriate digital technology that would be freely and reasonably available to Participants. This use should recognise the different needs of Participants and adhere to The Authority's confidentiality and data sharing policies. The Supplier must be able to communicate with and receive communications from The Authority by unencrypted email.

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31 Communications, Marketing and Naming Convention

- 2.40 JFS Suppliers can decide the best way to promote the JFS service and can use their own branding on marketing materials, however "Job Finding Support" should appear prominently within all public facing materials. The following sets out acceptable Job Finding Support naming conventions:

- provision should be clearly identified as Job Finding Support, delivered by (name of Supplier)
- The "Job Finding Support" name cannot be used merely as a page footer; it must be prominent;
- The "Job Finding Support" name can appear alongside Supplier branding within a logo but it must be prominent;

- “Job Finding Support” must be written in full, the “JFS” acronym must not be used in the title but could be used in the body of the product;
- Use the correct DWP logo, as set out in the Generic DWP Supplier Guidance, and accessed through the DWP Communications Centre.

32 Implementation, Contract Duration and Outcomes

2.41 The service will consist of:

- an implementation period from the Contract Commencement Date to the Service Start Date (by which time the Supplier must be ready to receive referrals); then
- referrals will take place between the Service Start Date and the Referral End Date (to be confirmed), which will mean up to 1 year of referrals, dependent upon when the Service Start Date occurs; and
- service delivery, will continue for a maximum of 20 Working Days after the last start on provision; then
- there will be on-going contractual obligations on the Supplier that will be set out in the contract terms and conditions, for example document retention requirements;
- The Authority will have an option to extend referrals for up to 1 year beyond the original Referral End Date.

SECTION 3: THE COMMERCIAL APPROACH

1 Overview

3.1 JFS will be procured via an open market competition under the Light Touch Regime. It is anticipated that The Authority will let one JFS contract only, to cover the whole contract area as outlined in section 1 of this specification.

3.2 The procurement process will consist of three key stages:

1. Tender Response
2. Evaluation
3. Financial Evaluation

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More information on these stages are contained within the ITT suite of documents and in particular the JFS Instructions to Bidders.

3.3 At all selection stages JFS Bidders will be expected to provide evidence to demonstrate their ability to deliver the requirements set out in this JFS Specification.

3.4 The Authority reserves the right to re-issue updated versions of all or part of the JFS ITT suite of documents at any time prior to the date advertised for JFS Bidders to submit their JFS Tender Response to DWP. In addition, The Authority also reserves the right to revise that date to provide a reasonable and proportionate amount of time for JFS Bidders to respond to that update.

3.5 Any clarifications or updates to the JFS ITT documents will be issued to all JFS Bidders, who remain in the JFS procurement process at the time The Authority issues the clarification or update, at the same time to ensure transparency and equal treatment.

2 The Commercial Timeline

3.6 The table below sets out the proposed procurement timetable. This is intended as a guide and whilst The Authority does not intend to depart from the timetable it reserves the right to do so at any stage. Should The Authority need to depart from this timetable it will inform JFS Bidders of changes promptly.

Table 2 - The Commercial Timeline

Activity	Dates
Issue Invitation to Tender	21/09/20

Q&A process Opens	23/09/20
Q&A process Closes	06/10/20
JFS Bidders Responses	12/10/20
JFS Responses evaluated	12/10/20 - 02/11/20
JFS Contract Award	14/12/20
JFS Provision Go Live	January 2021

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4 **Contract Duration and Start Date**

- 3.7 The JFS contract will run for 1 year of Referrals with the option to extend referrals by up to 1 year, subject to available funding and satisfactory performance. As the Services will be delivered to each Participant for up to 20 days, the Supplier will continue to deliver the service until 20 days after the last start on the programme. The Authority reserves the right to reduce this period, at no cost to The Authority, by giving notice to the Supplier in accordance with the termination clause in the contract Terms and Conditions.
- 3.8 The service delivery start date will be in January 2021, with the exact date determined based on an assessment of the successful Supplier's implementation plan.
- 3.9 On the service delivery start date the Supplier must be ready to receive referrals and offer Participants a place on the JFS programme in line with the requirements outlined in Section 2 of this Specification.

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6 **Notification to Preferred Suppliers**

- 3.10 The Authority anticipates that it will be in a position to name the preferred Supplier during November or December 2020.

7 **Standstill Period and Award of contracts**

- 3.11 When the contract documents are ready to be signed, The Authority will notify all JFS Bidders of its intention to award the contracts. The Authority will not conclude the awards until the end of the standstill period, which will last 10 calendar days. Contract signature will follow the end of the standstill period.

8 **Debrief to Unsuccessful Bidders**

- 3.12 At the commencement of the standstill period The Authority will provide all JFS Bidders with feedback on their responses. Unsuccessful JFS Bidders will be provided with details of the characteristics and relative advantages of the successful tender(s).

9 Transfer of Undertaking (Protection of Employment) Regulations 2006

- 3.13 It is the responsibility of the JFS Bidder to consider whether or not TUPE applies for this procurement.
- 3.14 For more information about TUPE and associated matters see - www.gov.uk/transfers-takeovers . Further information can be found in the Terms and Conditions.

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11 Open Book Accounting

- 3.15 As part of the Cabinet Office Guidance on Open Book Contract Management in Public Sector Contracts, there will be an Annual Contract Review between the Supplier and DWP Commercial, Finance and Operational leads.
- 3.16 Open Book Contract Management is a structured process for the sharing and management of costs and operational and performance data between the Supplier and The Authority. The aim is to promote collaborative sharing of data between parties as part of financial transparency. The outcomes should be a fair price for the Supplier, value for money for The Authority and performance improvement for both parties over the life of the Contract.

12 Costs and Expenses

- 3.17 JFS Bidders are not entitled to claim from the Authority any costs or expenses which may be incurred in preparing and/or submitting a tender. This applies whether or not the JFS Bidders or any other organisation is successful and also applies to any additional cost a JFS Bidder may incur if the Authority modifies or amends its requirements or if the Authority cancels this procurement for whatever reason.
- 3.18 The Authority reserves the right to discontinue this tendering process at any time and not to award a contract.

13 Working with Small and Medium Enterprises and Voluntary, Community and Social Enterprises

- 3.19 The Authority is committed to supporting the Government commitment to increased spending with third party Suppliers to go to SMEs through either direct or indirect spend where it is relevant to the contractual requirement and provides value for money. For JFS, The Authority has an aspirational target of 30% spend, either directly or indirectly, to be with SMEs. The Authority therefore requires Suppliers to make their sub-contracting (if applicable) opportunities accessible to SMEs and implement SME-friendly policies by:
- Opening their supply chain to SMEs by splitting requirements into smaller elements to make them more attractive to the SME market whilst bringing innovation, flexibility and value for money;
 - Advertising any sub-contracting opportunities above a minimum subcontract threshold of £25,000 using Contracts Finder;
 - Paying SMEs earlier than the contractual requirement of 30 days from receipt of valid invoice where possible; and
 - Working with SMEs throughout the contract to develop innovative and cost effective solutions delivered through the supply chain.
- 3.20 The Authority is required to provide regular reports to the Cabinet Office on the level of procurement spend with SMEs and Voluntary, Community and Social Enterprises (VCSEs). To measure and accurately report on this, the JFS Supplier shall be required to provide and ensure that, where applicable, its sub-contractors provide The Authority with such information as it requires to identify the amount the Supplier spends on subcontracting, and separately how much the Supplier spends directly with SME or VCSE organisations in the delivery of the contract. Such information shall be provided by the JFS Supplier on a quarterly basis to The Authority or Cabinet Office as required.
- 3.21 Regular contract review meetings in respect of the JFS Contract will be used to enable both The Authority and the JFS Supplier to explore continued and increased use of SMEs and VCSEs where appropriate throughout the JFS Contract. Additional information may be requested by The Authority from the JFS Supplier as regards the volume of business undertaken throughout the supply chain in respect of the JFS Contract.

SECTION 4: PERFORMANCE MANAGEMENT

1 Introduction

- 4.1. This section provides an overview of the delivery expectations relating to quality, performance and contract management. Supporting information will be detailed in the JFS Supplier Guidance.
- 4.2. The Authority is committed to raising the standards of its contracted provision making continuous improvement an integral part of its contracting arrangements.

2 Performance Management and Intervention Regime

- 4.3. The Authority is committed to ensuring that all Participants have an experience that moves them closer to finding work. The Performance Management and Intervention Regime (PMIR) will measure Suppliers against the contracted Customer Service Standards (CSSs) set out in para 4.20 and The Authority will utilise appropriate commercial levers to ensure a good quality of service for all Participants.
- 4.4. The Authority operates a robust PMIR to ensure contracts deliver value for money for the taxpayer and to ensure Suppliers are accountable for delivering what is outlined in their contract. This is detailed in the JFS Supplier Guidance.
- 4.5. Suppliers will be responsible for managing the contract, including addressing poor performance with sub-contractors. Suppliers will need to ensure that all systems and processes used for the monitoring and recording of performance are robust and provide a clear audit trail of evidence, and give confidence to The Authority that the Supplier and its supply chain are delivering the commercial vehicle agreement in accordance with the Supplier's contractual obligations.
- 4.6. The Supplier must appoint named contacts who will work with The Authority to ensure that the required standards and performance levels are met.
- 4.7. Within an overall framework The Authority will employ an active and consistent PMIR. This will centre on monthly Contract Performance Review (CPR) meetings which will be the key vehicles through which DWP drives delivery of performance and service delivery through the contract. Suppliers must meet all of the Supplier MI requirements as detailed in the JFS contract Terms and Conditions prior to a CPR and at any other time as required.
- 4.8. CPRs will be conducted by The Authority with the Supplier and will focus on reviewing the Supplier's delivery of services against the contractual CSSs. Supplier performance will be managed on both quantitative and qualitative aspects of the

contracts, including, but not limited to, an in-month, rolling three months, rolling 12 month and cumulative basis from day one of the contract.

- 4.9 The Authority will use Management Information (MI) presented by The Authority IT systems for the on-going management of the provision and for discussion with Suppliers. The Authority will expect Suppliers to capture and use their own MI, submit a Monthly Performance Return (MPR) as detailed in para 4.14 and retain evidence for contractual and performance purposes. DWP will also conduct Performance Compliance Officer (PCO) checks to assess the performance of Suppliers see para 4.19.
- 4.10 Suppliers must update The Authority immediately on any changes to information, data, progress, processes, procedures and issues relating to this contract.
- 4.11 The Authority's performance teams, including local area stakeholders may visit Supplier's premises on an ad hoc (announced and unannounced) basis to investigate performance for example, under performance or high performance.
- 4.12 The Authority is committed to transparency on how its provisions are working, so Suppliers need to be aware that MI may be shared with other Suppliers across other employment provision contracts and may also be included in published official statistics. Suppliers must treat information and MI they have access to as restricted, confidential, and for their sole use, ahead of formal publication. Official statistics may also include The Authority's assessment of delivery of the services against the contractual CSSs at Supplier level.
- 4.13 Performance league tables may be published and contracts will include transparency clauses to ensure relative as well as individual contract performance assessment.

3 Performance Management

- 4.14 The Supplier will be required to provide a Monthly Performance Return (MPR) as part of the MI to be provided by the Supplier to The Authority containing key data that drives the performance of the contract. The content of the MPR will be determined by The Authority, informed by dialogue with the Supplier. More specific information, including the format and deadlines for the MPR, will be included in the contract terms and conditions and the JFS Supplier Guidance, prior to the Contract Commencement Date.
- 4.15 The MPR is likely to include, but is not limited to, information such as the following:
- The number of members of Supplier staff assigned to JFS within the Supplier delivery model;
 - Supplier performance against the CSS; and
 - The performance and management of the supply chain.
- 4.16 The Authority will collect data on the support offered to Participants at individual and Supplier level, for example frequency/duration of meetings, support and activities offered.

- 4.17 The Authority may amend and/or supplement the information it requires in the MPR at any time, including but not limited to amendments to cover the Supplier's organisational structures and mechanisms for delivery of the Services.
- 4.18 Suppliers will also be expected to provide The Authority with any information it may require in order to fulfil its legal obligations under legislation including, but not limited to, the Freedom of Information Act 2000, the Data Protection Act 2018 and the GDPR.

Performance Compliance Officer Checks (PCO)

- 4.19 The Authority will also conduct Performance Compliance Officer (PCO) checks to assess the performance of Suppliers. These measures, and the Supplier's ability to meet them, will be regularly assessed by Authority Performance Managers as part of business as usual, and will be fully taken into account before any formal/contractual performance action is taken. The sample of Participants to be checked will be sent to Suppliers 5 Working Days prior to the PCO checks being carried out.

Suppliers are expected to have the necessary remote IT equipment, which must comply with the relevant Authority policies as defined in the appropriate section of the JFS Terms & Conditions, to enable The Authority to carry out centralised checks of Suppliers systems; this includes the provision of any necessary electronic evidence that is required by the PCO to undertake the checks effectively.

4 Performance Expectations –Customer Service Standards (CSSs)

- 4.20 The success of JFS provision will be measured against a series of Customer Service Standards (CSS's) to ensure that service delivery expectations are met throughout each stage of the Participant journey.

JFS Customer Service Standards are as follows:

1. For 95% of Participants the Supplier must within 8 (eight) working days of the date the referral was made by the Authority hold the initial meeting.
2. For 95% of referrals, the Supplier must, within 10 Working Days of the date the referral was made by the Authority:
 - Record on The Authority ICT System the date of the initial meeting, and the relevant outcome.
3. For 100% of participants the Job Finding Action Plan (JFAP) will be updated by the Supplier at each 1-2-1 meeting.
4. Within a maximum of 20 Working Days from the start date 100% of completers will have an agreed (and finalised) personalised CV and JFAP for seeking employment.

5. The Supplier will share the finalised JFAP with 100% of participants upon completion of provision and with Jobcentre Plus within 5 (five) working days of request. This will include a summary of activities completed on provision and next steps.
6. For 100% of Participants the Supplier must request the participant completes a Customer Satisfaction survey. The Supplier will be required to seek information from Participants on the usefulness of the programme.

- This will be done by the Supplier asking the specific question(s) and follow up (by email, link to a Supplier portal, website or on-line survey and where no other option available, by telephone) detailed below. Participants will be required to record their response to the question(s) (“Participant Response”). Where Participants provide responses by telephone, the Supplier will create and maintain a detailed written record of the response - this also falls within the definition of “Participant Response”).
- The Supplier will collate Participant Responses in the template as provided in Annex 3.
- The Supplier will send the completed template to The Authority by the 15th day of the following calendar month. If the 15th day happens to be a non-Working Day, then the deadline shall move to the next Working Day.
- The Supplier will maintain each Participant Response, which the Authority may request to review in the future.
- The Authority reserves the right to publish Participant Responses or a summary of Participant Responses (either in the form provided for in Annex 3. or in any other form it sees fit).
- The Authority reserves the right to amend the specific questions or add additional questions that Suppliers ask Participants on a monthly basis. Additionally, the Authority reserves the right to require Suppliers to ask the Participants the question(s) on a more/less regular basis.
- The frequency of collating Participant Responses and the deadline for providing the Authority with the completed template from Annex 3 can also be varied by the Authority. The Authority also reserves the right to amend the template as provided in Annex 3.

Question: “Thinking about your overall experience of the services provided, how satisfied are you with the JFS programme?

Very satisfied;

Fairly satisfied;

Fairly dissatisfied;

Very dissatisfied.

Please can you tell us more about why you chose your response? Please be as detailed and specific as possible.”

- At the end of each calendar month, the Supplier will complete the template as provided in Annex 3. This template will be provided to the Authority on the 15th day of the following calendar month. If the 15th day happens to be a Non-Working Day, then the deadline will move to the next Working Day.

- 4.21 Performance against Customer Service Standards will be reviewed on an in month, rolling 3-month and rolling 12-month basis from day one of the contract. The Authority may carry out reviews over other such periods as it considers appropriate. Performance improvement action will be considered on a monthly basis where CSS's have not been achieved. Suppliers will be required to deliver performance on customer cohorts.
- 4.22 If Suppliers do not meet the required standards there will be financial consequences. Further details can be found in Terms and Conditions.
- 4.23 At its discretion, the Authority reserves the right make deductions from the Delivery Fee payments as a result of the CSS targets outlined in para 5.5
- 4.24 The Authority can waive rights to utilise these levers, where appropriate, and will want to be fair and reasonable to Suppliers to support positive results in this unprecedented situation of an economic decline and impacts of a pandemic.
- 4.25 The Authority will routinely seek feedback and should there be any concerns on delivery of the service the Authority reserve the right to undertake further investigations as detailed in JFS contract Terms and Conditions.

SECTION 5: PAYMENT MODEL

1 Background

- 5.0 The JFS Payment Model will be 100% Delivery Fee, monitored by CSSs and with corresponding service credits. This is to drive a high quality and efficient service for all participants.
- 5.1 There will be two elements to the JFS Payment Model (1) a Delivery Fee and (2) Service Credits.

2 Delivery Fee

- 5.2 The Delivery Fee will be an amount payable by The Authority to the Supplier on a monthly basis in respect of each month in which Referrals are made. The Authority reserves the right to adjust the monthly Delivery Fee payable in the event that DWP's estimate of the maximum anticipated starts (see paragraph 1.13) is not achieved (Schedule 7.1 of the Terms and Conditions).
- 5.3 Where the Delivery Fee is determined by The Authority in its absolute discretion as due:

5.3.1 It will be paid monthly in arrears at a date to be agreed (without the Supplier needing to claim);

5.3.2 It will be paid with any deductions made as a result of the CSSs.

5.3.3 A proportion of the Delivery Fee, up to a maximum of 5% of the Total Contract Value (TCV), (such proportion to be agreed between The Authority and the Supplier) will be paid over the first 3 months in which Services are to be provided, to facilitate start-up costs and initial period of Service delivery;

5.3.4 Payment for the remainder of the Delivery Fee will be paid in equal monthly payments throughout the period between the Contract Start Date and the Referral End Date.

At its discretion, the Authority reserves the right to make deductions from the Delivery Fee payments as a result of the CSS targets outlined below:

DWP EMPLOYMENT CATEGORY MODEL SERVICES CONTRACT – SCHEDULE 2.1

Customer Service Standard	SLA Service requirement	Service Level	Service Credit	Management Information - Reporting Level and Duration	Service Termination Threshold
1 Relates to CSS 1	For 95% of Participants the Supplier must within 8 (eight) Working Days of the date the referral was made by the Authority hold the initial meeting.	Amber - 94% -85% Red - Below 85%	5% deduction from monthly payment if red for one month. 10% deduction from monthly payment if red for two consecutive months 5% deduction from monthly payment if amber for two consecutive months.	PRAP system MI	Red for three consecutive months

DWP EMPLOYMENT CATEGORY MODEL SERVICES CONTRACT – SCHEDULE 2.1

2 Relates to CSS 2	For 95% of referrals, the Supplier must, within 10 Working Days of the date the referral was made by The Authority: record on The Authority ICT System the date of the Initial Meeting, and the relevant outcome.	Amber - 94%-90% Red - Below 90%	5% deduction from monthly payment if red for one month. 10% deduction from monthly payment if red for two consecutive months 5% deduction from monthly payment if amber for two consecutive months.	PRAP system MI	Red for three consecutive months
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Each service credit shall be applied to the relevant customer service standard independently. For clarity, an amber mark in CSS 1 and 2 in one month will not result in a deduction.

The Supplier will not be able to earn back deductions applied under the service credit regime.

Should the Supplier score red in any CSS for any three or more months in a rolling 12-month period, DWP reserves the right to terminate the contract.

3 **Payments to Suppliers**

- 5.4 All automated payments will be triggered by The Authority's IT systems and paid through a Single Operating Platform (SOP) in line with the amounts agreed in the contract payment schedules, which will be attached to the terms and conditions. The Authority can only make direct payments to United Kingdom (UK) bank accounts.
- 5.5 The Supplier will use the Supplier Referrals and Payment (PRaP) system to receive their referrals and to record customer activity. The Supplier will therefore need to have met relevant security requirements before contracts go live.
- 5.6 Payment for the provision will be via the PRaP system. Information on referrals and payments is included in the Supplier Guidance.
- 5.7 Direct access to PRaP will be limited to the Supplier. More information on PRaP can be found at:

www.dwp.gov.uk/supplying-dwp/what-we-buy/welfare-to-work-services/prap

SECTION 6: SUPPLIER ASSURANCE AND GOVERNANCE**1 Programme Supplier Assurance Team**

- 6.1 The primary purpose of the Contract Management and Partnership Delivery Supplier Assurance Team (PAT) is to provide The Authority CMPD Director with an assurance that supplier systems of internal control are such that payments made to the Supplier are in accordance with The Authority and Treasury requirements.
- 6.2 PAT reviews and tests the Suppliers systems of internal control to establish how effective they are at managing risk to The Authority in relation to CMPD expenditure and service delivery, including the arrangements they have in place for their supply chain.
- 6.3 This work is carried out by PAT by reviewing the Suppliers' internal control systems to assess their ability to manage risk across these key areas:
- **Governance Arrangements** - covering the Supplier's governance arrangements, systems for tracking and reporting performance and their anti-fraud measures;
 - **Service Delivery** - includes the Supplier's systems for starting, ending and moving participants through provision and generally looks to ensure that The Authority is getting the service it is paying for. This section also covers management of the supply chain;
 - **Claim Procedures and Payments** - looks to ensure that Suppliers have in place effective systems to support their claims for payment, including appropriate segregation of duties.
- 6.4 The PAT operates at a national level enabling it to present CMPD Suppliers operating across regions with a single view of the effectiveness of their systems. Each supplier will have a nominated Senior Assurance Manager and therefore a single point of contact within The Authority for management of assurance related issues/concerns.
- 6.5 On completion of each review, the Supplier is awarded an assurance rating from the following four categories - weak, limited, reasonable and strong. They are also sent a formal report which details the review findings including key strengths and areas for improvement; where weaknesses have been identified they are asked to complete an action plan setting out appropriate steps for improvement and this is followed up at an agreed point.
- 6.6 The timescale for a subsequent review is determined by several risk factors; these include the Supplier's current assurance rating, the contract value and intelligence from internal stakeholders. Supplier reviews are conducted over a period of up to 23 weeks. The resource allocated to each review depends on the complexity of the contract delivery.
- 6.7 Findings from each review are routinely reported to the relevant category managers/supplier managers and other The Authority stakeholders
- 6.8 The Authority may periodically publish Supplier assurance levels and names (note - this will not include reports or supporting information). This is to satisfy a commitment The

Authority made in response to a Freedom of Information request and to support DWP's commitment to public transparency.

- 6.9 The PAT will work with the Supplier to ensure that they understand what is expected of them, and are therefore adequately equipped to develop robust systems to support their service delivery model throughout the duration of the contract.

2 The Authority's Code of Conduct

- 6.10 The Authority's Code of Conduct (Code) spells out the key values and principles of behaviour which it expects of its suppliers, which are essential for creating healthy, high performing supply chains. JFS Suppliers will be required to operate in accordance with the Code. JFS Bidders will be required to confirm they comply with the Code as part of the tender process for JFS in order to proceed in the competition. Failure to comply will result in removal from the bidding phase and may nullify any contract award.

6.11 The Code is detailed at Annex 4.

3 Life Chances Through Procurement (LCTP)

- 6.12 The Authority is committed to increasing the life chances for the whole country and LCTP supports and enhances The Authority's progress against the sustainable development agenda.

- 6.13 JFS Bidders need to be aware that they must adhere to the LCTP principles and comply with the LCTP requirements. Further information on LCTP can be found at:

6.14 LCTP Guidance for DWP Suppliers

<https://www.gov.uk/search?q=life+chances+through+procurement>

4

5 Security

- 6.15 For the JFS Provision, The Authority shall be the Data Controller and The Supplier shall be the Data Processor. For further details see Clause F8 of the Term and Conditions.

- 6.16 The Authority has legal and regulatory obligations to verify that the suppliers we work with have a reasonable standard of security in place to protect Authority data and assets. The Authority is committed to the protection of its information, assets and personnel and expects the same level of commitment from its suppliers (and sub-contractors if applicable). In order to protect the Department appropriately, The Authority have recently reviewed its Security Supplier Assurance process and requirements and have made the applicable changes in line with industry good practice.

6.17 These changes include but are not limited to:

- Updated 'Security Schedule'.

- A set of security questions at the qualification stage to assess the current security position of the Suppliers and their capability to meet DWP Security Requirements (based on National Cyber Security Centre (NCSC 10 Security Principles).
- Replacement of ‘Security Plans’ with the completion of the ‘Security Supplier Assurance Questionnaire’ as part of the tender submission.
- Compliance with the DWP’s relevant policies and standards, found at [gov.uk](https://www.gov.uk).
- Certification to industry good practice certifications such as ‘ISO27001’ and ‘Cyber Essentials Plus’.

6.18 Full information about The Authority’s security safeguards and requirements can be found in the Terms and Conditions.

6 Legislation

6.18 Suppliers must ensure that they remain compliant with current and future changes in the law including any Authority Policy, supporting the Secretary of State in meeting all obligations under the relevant legislation and regulations as set out in the Terms and Conditions. For example:

- Ensuring JFS supports The Authority’s Public Sector Equality Duty as outlined in the Equality Act 2010;
- Providing appropriate services to ensure compatibility with the Equality Act 2010 for example, to enable communication with Participants who do not speak English as a first language, or who are deaf, hearing impaired or have a speech impediment;
- Where the Supplier is operating in an area with a high minority ethnic population, materials in the appropriate ethnic minority language must be made available on request; and
- The requirements set out in the General Data Protection Regulation.

7 Reference Material

- Jaggaer
<https://dwp.bravosolution.co.uk/web/login.shtml>
- Procurement at DWP
<https://www.gov.uk/government/organisations/department-for-work-pensions/about/procurement#terms-and-conditions>
- DWP Supplier Guidance
<https://www.gov.uk/government/collections/dwp-Supplier-guidance>

- **Equality Act 2010 Guidance**
<https://www.gov.uk/guidance/equality-act-2010-guidance>
- **Office for National Statistics**
<https://www.ons.gov.uk/employmentandlabourmarket/peoplenotinwork/unemployment/timeseries/mgsx>

<https://www.ons.gov.uk/employmentandlabourmarket/peopleinwork/employmentandemployeetypes/datasets/labourmarketstatusofdisabledpeoplea08>
- **Tenders Electronic Daily**
<https://ted.europa.eu/TED/browse/browseByMap.do>
- **The Public Contracts Regulations 2015**
<http://www.legislation.gov.uk/uksi/2015/102/contents>
- **The Public Contracts (Scotland) Regulations 2015**
<http://www.legislation.gov.uk/ssi/2015/446/contents/made>

ANNEX 1- JOB FINDING ACTION PLAN



2. Annex 2 JFAP
(Draft).docx

ANNEX 2 – DESIGN AND PARTICIPANT JOURNEY



3. Annex 3 Design
and Participant Journ

ANNEX 3 – CUSTOMER SATISFACTION SURVEY



4. Annex 4 - For
completion re Custom

ANNEX 4 - THE DWP'S CODE OF CONDUCT**(i) OVERARCHING STANDARDS OF BEHAVIOUR**

- 1 The overarching standards of behaviour the Authority expects of the Supplier are:
 - a. **Ethical behaviour** - the Authority expects the highest standards of ethical behaviour and professionalism from Suppliers when Suppliers deal with the Authority, service users, and stakeholders. The Authority also expects Suppliers to act within the spirit of the contract.
 - b. **Counter fraud and corruption** - the Authority expects all Suppliers to comply with anti-corruption laws, anti-money laundering laws and to have robust control systems to prevent and detect fraudulent or potentially fraudulent activity.
 - c. **Transparency** - the Authority expects all Suppliers to be transparent when dealing with the Authority, their service users, their Sub-contractors, and stakeholders.
 - d. **Treatment of Sub-contractors** - the Authority expects Suppliers to treat their Sub-contractors fairly when dealing with prompt payment, risk management and charging for services provided to them by the Supplier.
 - e. **Corporate Social Responsibility** - the Authority expects its Suppliers to be good corporate citizens by upholding the values of this Code and supporting key government corporate social responsibility policy areas, such as: diversity and inclusion, sustainability, prompt payment, small and medium sized enterprise engagement, support of the Armed Forces Covenant, apprenticeships and skills development. The Authority supports constructive and collaborative partnership working and expects Suppliers to invest in the relationship between the Authority and the Suppliers.
- 2 The Authority expects the Supplier to adhere to, and the Authority reserves the right to monitor, the following:

(ii) RELATIONSHIP MANAGEMENT / ETHICAL BEHAVIOUR

- 3 Suppliers must act openly, honestly and with integrity in delivering services, working with the Authority, its customers and stakeholders and when claiming payment for services. Suppliers must maintain accurate systems and complete records of business transactions with appropriate and proportionate controls and control environments that maintain the integrity of the information and data and protect it from potential abuse, falsification or error.
- 4 Suppliers must not force unfair contract terms on their Sub-contractors, nor allow unfair exploitation of a dominant market or customer position.
- 5 Suppliers must act at all times with respect and integrity, use open and transparent accounting, and work within the spirit of the contract as well as within the contractual

terms. Where there is a conflict between the spirit and contract terms Suppliers must bring this to the attention of the Authority.

- 6 Suppliers must ensure that risk is managed by the party best able to do so and be prepared to share with the Authority intelligence of Sub-contractor risks, so that end to end risks can be managed and that material commercial and operational risks, for example Sub-contractor failure, can be managed and mitigated.

TREAT EMPLOYEES AND SUB-CONTRACTORS FAIRLY

- 7 Suppliers and their Sub-contractors must ensure that robust procedures are adopted and maintained to ensure the protection of human rights at all times. Suppliers must ensure the elimination of unethical and illegal employment practices, such as modern slavery, forced labour and child labour, and other forms of exploitative and unethical treatment of workers and service users. Suppliers and their Sub-contractors are encouraged to pay employees (and seek employment opportunities for customers at or above) the National Living Wage.
- 8 Suppliers and their Sub-contractors must have policies and processes in place for recording and eliminating the occurrence of health and safety related incidents.
- 9 The Authority requires full Sub-contractor transparency and compliance with HM Government policy initiatives including the support and capacity building of micro-organisations, small and medium sized organisations, prompt payment, and support for economic growth.
- 10 Suppliers must engage their Sub-contractors in a manner consistent with the Authority's treatment of its direct Suppliers. This includes, but is not limited to, appropriate pricing, volume management, Delivery Fee flow, charging for central and corporate services, fiduciary and financial risk management, and applying transparent and appropriate contractual measures where the Sub-contractor underperforms against its contracts and the spirit of those contracts.
- 11 The Authority will not tolerate bribery, corruption or fraud in any form and Suppliers must conduct their business honestly, fairly and free from such behaviours. Suppliers, and the Sub-contractor, must protect against these behaviours and report any instances or concerns to the Authority immediately. The Authority takes a zero tolerance approach to bribery, corruption and fraud, and will investigate any instance of suspected bribery, corruption or fraud.
- 12 The Authority's employees, employees of the Authority's Suppliers, and service users have the right to be treated with respect in all circumstances. The Authority will not tolerate discrimination, harassment, victimisation, bullying, intimidation or disrespect to the Authority's staff, stakeholders or service users.

VALUE

- 13 Value for Money ("VfM") and financial transparency are essential requirements to the Authority's commissioned work. All Suppliers and their Sub-contractors must seek to maximise value including by improving performance and quality of services throughout the life of the contract / relationship.

- 14 Suppliers must demonstrate that they are pursuing continuous improvement throughout the contract and Sub-contracts, and apply stringent and robust financial controls, management and governance to reduce waste and improve efficiency in their internal operations and within the Sub-contracts. The Authority expects Suppliers and their Sub-contractors to demonstrate openness and honesty and be realistic about their performance, in all circumstances.
- 15 The Authority expects to obtain value for money and to be able to demonstrate long-term value for money to the UK taxpayer. This means that contracts should be priced to offer sustainable value throughout their life, including when changes are made to the contract.
- 16 The Authority's minimum expectation is that contracts are delivered to meet targets and that Suppliers will continually improve value and quality through continuous improvement, improved performance and improved quality.
- 17 The Authority does not expect Supplier to exploit an incumbent, monopoly position, Sub-contractor(s), urgent situation(s), or an imbalance of capability or information to impose opportunistic pricing.
- 18 The Authority expects Suppliers to work in good faith to resolve any disputes promptly and fairly during the life of a contract through good relationship management and, where appropriate, use contractual dispute resolution mechanisms, recognising that taxpayer and Supplier interests are rarely best served by litigation.
- 19 The Authority expects Suppliers to seek opportunities to improve value and social value in contracts and to share best practice with the Authority and other authorities / Suppliers.

REPUTATION AND CONFLICT

- 20 The Authority expects Suppliers and their Sub-contractors to behave ethically, comply with legal and industry requirements and seek to implement best practice.
- 21 Suppliers must be honest when representing their work for the Authority, their performance of the contract and their relationship with the Authority. The Authority expects Suppliers to protect the HM Government's reputation and ensure that neither they nor any of their partners or Sub-contractors bring the government into disrepute, for example by engaging in any act or omission which may diminish public trust in HM Government.
- 22 The Authority requires Suppliers to mitigate against any real or perceived conflict of interest through their work with HM Government. A Supplier with a position of influence gained through a contract must not use that position to disadvantage any other Supplier or reduce the potential for future competition, for example by creating a technical solution that locks in the Supplier's own goods or services.
- 23 The Supplier and their Sub-contractors must conduct business in compliance with competition (anti-trust) laws and must not seek to co-ordinate the market with other Suppliers or their Sub-contractors in a way that restricts competition.

COUNTER FRAUD AND CORRUPTION

- 24 Suppliers must adhere to anti-corruption laws, including but not limited to the Bribery Act 2010, and money laundering regulations. Suppliers must have robust processes to ensure that the Sub-contractors in their supply chain also comply with these laws.
- 25 The Authority has a zero tolerance to any form of corrupt practices including extortion and fraud, and will investigate any suspected instances. The Authority expects Suppliers to be vigilant and to proactively identify fraud, and the risk of fraud, in their business. Suppliers must have robust systems, controls and/or control environments to protect against the potential for fraud, including, but not limited to, prohibiting perverse employee reward systems.
- 26 Suppliers and their Sub-contractors must declare to the Authority any instances or allegations of unethical behaviour by an existing or previous member of staff, or where there is a known or suspected conflict of interest. Suppliers must immediately notify the Authority where fraudulent practice and/or financial irregularity is suspected or discovered and disclose any interests that might affect their decision-making or the advice that they give to HM Government.

FINANCIAL TRANSPARENCY OBJECTIVES

- 27 The Supplier will cooperate with the Authority so that:
- a. the Authority can understand any financial information that the Supplier submits to the Authority,
 - b. both Parties have confidence that the Fees are clearly and wholly attributed to the Contract,
 - c. both Parties can understand the potential impact of any changes to the Contract on the payments that the Authority makes to the Supplier,
 - d. both Parties can review, address issues with, and re-forecast progress in relation to the provision of the Services,
 - e. the Authority can demonstrate that it is achieving value for money/economic value through the Contract,
 - f. all financial documents and models prepared by the Supplier shall be consistent with each other in the use of terminology, presentation, and underlying structure, and
 - g. the Authority is in a position to validate any payments it makes to the Supplier.

COVID-19 GUIDANCE

- 28 The Supplier must, in delivering the Services, adhere to any guidance issued by HM Government on working safely during the COVID-19 pandemic. This includes, but is not limited to, any guidance published at the following address:

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19>

Annex B: Q&A Log



JFS Q&A Log
071020.xlsx

1 SCHEDULE 2.2 –Customer Service Standards

CUSTOMER SERVICE STANDARDS

Specification CSSs

2 Performance Expectations –Customer Service Standards (CSSs)

4.20 The success of JFS provision will be measured against a series of Customer Service Standards (CSS's) to ensure that service delivery expectations are met throughout each stage of the Participant journey.

JFS Customer Service Standards are as follows:

2. For 95% of Participants the Supplier must within 8 (eight) working days of the date the referral was made by the Authority hold the initial meeting.
7. For 95% of referrals, the Supplier must, within 10 Working Days of the date the referral was made by the Authority:
 - Record on The Authority ICT System the date of the initial meeting, and the relevant outcome.
8. For 100% of participants the Job Finding Action Plan (JFAP) will be updated by the Supplier at each 1-2-1 meeting.
9. Within a maximum of 20 Working Days from the start date 100% of completers will have an agreed (and finalised) personalised CV and JFAP for seeking employment.
10. The Supplier will share the finalised JFAP with 100% of participants upon completion of provision and with Jobcentre Plus within 5 (five) working days of request. This will include a summary of activities completed on provision and next steps.
 - For 100% of Participants the Supplier must request the participant completes a Customer Satisfaction survey. The Supplier will be required to seek information from Participants on the usefulness of the programme.
 - This will be done by the Supplier asking the specific question(s) and follow up (by email, link to a Supplier portal, website or on-line survey and where no other option available, by telephone) detailed below. Participants will be required to record their response to the question(s) ("Participant Response"). Where Participants provide responses by telephone, the Supplier will create and maintain a detailed written record of the response - this also falls within the definition of "Participant Response").
 - The Supplier will collate Participant Responses in the template as provided in Annex 4.
 - The Supplier will send the completed template to The Authority by the 15th day of the following calendar month. If the 15th day happens to be a non-Working Day, then the deadline shall move to the next Working Day.
 - The Supplier will maintain each Participant Response, which the Authority may request to review in the future.

- The Authority reserves the right to publish Participant Responses or a summary of Participant Responses (either in the form provided for in Annex 4. or in any other form it sees fit).
 - The Authority reserves the right to amend the specific questions or add additional questions that Suppliers ask Participants on a monthly basis. Additionally, the Authority reserves the right to require Suppliers to ask the Participants the question(s) on a more/less regular basis.
 - The frequency of collating Participant Responses and the deadline for providing the Authority with the completed template from Annex 4 can also be varied by the Authority. The Authority also reserves the right to amend the template as provided in Annex 4.
- Question: “Thinking about your overall experience of the services provided, how satisfied are you with the JFS programme?”

Very satisfied;

Fairly satisfied;

Fairly dissatisfied;

Very dissatisfied.

Please can you tell us more about why you chose your response? Please be as detailed and specific as possible.”

- At the end of each calendar month, the Supplier will complete the template as provided in Annex 4. This template will be provided to the Authority on the 15th day of the following calendar month. If the 15th day happens to be a non-Working Day, then the deadline will move to the next Working Day.
- 4.21 Performance against Customer Service Standards will be reviewed on an in month, rolling 3-month and rolling 12-month basis from day one of the contract. The Authority may carry out reviews over other such periods as it considers appropriate. Performance improvement action will be considered on a monthly basis where CSS’s have not been achieved. Suppliers will be required to deliver performance on customer cohorts.
- 4.22 If Suppliers do not meet the required standards there will be financial consequences. Further details can be found in Terms and Conditions.
- 4.23 At its discretion, the Authority reserves the right make deductions from the Delivery Fee payments as a result of the CSS targets outlined in para 5.5
- 4.24 The Authority can waive rights to utilise these levers, where appropriate, and will want to be fair and reasonable to Suppliers to support positive results in this unprecedented situation of an economic decline and impacts of a pandemic.
- 4.25 The Authority will routinely seek feedback and should there be any concerns on delivery of the service the Authority reserve the right to undertake further investigations as detailed in JFS contract Terms and Conditions.

2 Contract Performance Reviews

- 2.1 The Authority will conduct regular formal Contract Performance Review meetings (“**CPRs**”) at a frequency determined by the Authority from time to time to monitor, measure and review the Supplier’s performance, utilising the Authority’s Performance Management and Intervention Regime (“**PMIR**”), which is described in the Provider Guidance. CPRs will encourage an open and regular dialogue between the Authority and the Supplier with the purpose of ensuring that the Services are being supplied in accordance with the Customer Service Standards. CPRs will be formally conducted and documented.
- 2.2 The Supplier shall:
- (a) co-operate fully with the Authority; and
 - (b) supply all information requested by the Authority; and
 - (c) arrange access to Sites requested by the Authority,
- for the purposes of conducting the CPRs.

3 Supplier Systems Assurance

- 3.1 The Supplier shall comply with the Authority’s requirements for Supplier Systems Assurance as described in this paragraph 4 of Schedule 2.2 and notified to the Supplier by the Authority from time to time.
- 3.2 The primary purpose of the Supplier Systems Assurance is to provide the Authority with an assurance that payments to Suppliers are in accordance with the Authority and HM Treasury policies, that public funds are protected and that value for money has been obtained.
- 3.3 Provider Assurance Review(s) (“**PAT Reviews**”) will be carried out on the Suppliers’ internal control systems to assess the Suppliers’ ability to manage risk across three key areas:
- a) Governance Arrangements – covering the Supplier’s governance arrangements, systems for tracking and reporting performance and their anti-fraud measures;
 - b) Service Delivery – includes the Supplier’s systems for starting, ending and moving Participants through the Services and generally looks to ensure that the Authority is getting the services for which it is paying. This section also covers management of the supply chain; and
 - c) Claim Procedures and Payments – looks to ensure that Suppliers have in place effective systems to support their claims for payment, including appropriate segregation of duties.
- 3.4 On completion of each review by the Authority, the Supplier will be awarded an assurance rating in one of the following four categories – (i) weak; (ii) limited; (iii) reasonable; or (iv) strong (each a “**Supplier Assurance Rating**”). The Authority shall also send a formal report to the Supplier which details the PAT Review findings including key strengths and areas for improvement; where weaknesses have been identified the Supplier will be asked to complete an action plan setting out appropriate steps for improvement (a “**PAT Action Plan**”) and this is followed up at an agreed point.

- 3.5 The timescale for a subsequent review is determined at the sole discretion of the Authority.
- 3.6 If the Supplier is attributed a “Weak” or “Limited” Supplier Assurance Rating, as notified to the Supplier by the Authority from time to time, the Supplier shall deploy all additional resources and take all remedial action that is necessary to remedy the “Weak” or “Limited” Supplier Assurance Rating or to prevent the “Weak” or “Limited” Supplier Assurance Rating from recurring by a date specified by the Authority.
- 3.7 If in the opinion of the Authority, the Supplier has failed to deploy the required additional resources and to take the remedial action in accordance with the PAT Action Plan by the date specified by the Authority, the Authority may treat such failure as a Non Service Failure Default and issue a Formal Warning Notice in accordance with Clause B15.
- 3.8 The Authority shall be entitled to terminate the Agreement by issuing a Termination Notice to the Supplier in the following circumstances:
- a) where the Supplier has been awarded a Supplier Assurance Rating of “Weak” or “Limited”, as notified to the Supplier by the Authority from time to time, in two (2) separate consecutive PAT Reviews for reasons which the Authority regards, at its sole discretion, as similar reasons; or
 - b) where the Supplier has been awarded a Supplier Assurance Rating of “Weak” or “Limited” as notified to the Supplier by the Authority from time to time, in three (3) separate consecutive PAT Reviews regardless of the reasons for such award; or
 - c) on-going or repeated failures on the part of the Supplier to comply with and implement a PAT Action Plan.
- 3.9 Notwithstanding any other term of this Agreement the Supplier hereby gives its consent for the Authority to publish from time to time any of the Supplier’s Supplier Assurance Ratings to the general public and to provide the Supplier’s Supplier Assurance Ratings to any person as the Authority deems appropriate. The Supplier shall assist and cooperate with the Authority to enable the Authority to publish and provide the Supplier’s Supplier Assurance Ratings to any person the Authority deems appropriate in accordance with this paragraph.
- 3.10 The Authority will from time to time publish the Supplier’s Supplier Assurance levels and will identify the Supplier by name and the Supplier hereby consents to such publication.
- 3.11 Further information regarding to the PAT Reviews can be found in the Provider Guidance:
- [Generic guidance for DWP providers - GOV.UK](#)

4 Performance Indicators

- 4.1 The Authority shall carry out regular Performance Indicator Reviews at a frequency determined by the Authority from time to time to review the Supplier’s performance against the Performance Indicators. The Supplier shall co-operate fully with such Performance Indicator Reviews and shall promptly provide the Authority with all Management Information the Authority requires for the purpose of carrying out such
- 4.2 Performance Indicator Reviews.
- 4.3 Where as a result of the Performance Indicator Review the Authority believes that:
- a) the Performance Indicators fall below the required standard; or

- b) the Authority, acting reasonably, believes that without intervention the Performance Indicators will fall below the required standard,

then, without prejudice to any other right or remedy it may have under this Agreement, the Authority may issue a Performance Indicator Course of Action Notice requiring the Supplier to implement a Performance Indicator Course of Action in accordance with this Schedule 2.2, paragraph 4.5.

- 4.4 A Performance Indicator Course of Action Notice given, in accordance with this Schedule 2.2 paragraph 4.5, to the Supplier by the Authority may include:
- a) confirmation as to how the Performance Indicators fall below or are anticipated to fall below the required standard;
 - b) the actions the Authority in its absolute discretion requires the Supplier to take to satisfy the Authority that the Supplier can ensure compliance with its contractual obligations in relation to Performance Indicators; and
 - c) the time period during which the Supplier is expected to follow the Performance Indicator Course of Action to achieve improvement of the Performance Indicators.
- 4.5 For the avoidance of doubt, the Authority may initiate the Performance Indicator Course of Action at any time after a Performance Indicator Review and any delay in exercising its right to initiate the Performance Indicator Course of Action shall not constitute a waiver or cause of diminution of the Authority's right to do so.
- 4.6 For the avoidance of doubt, the Authority shall be under no obligation to initiate the Performance Indicator Course of Action and it may choose in its absolute discretion to exercise any other right or remedy available to it under this Agreement instead of or running in parallel with such right.
- 4.7 The Supplier shall have the right to respond in relation to the Performance Indicator Course of Action within ten (10) Working Days following notification and either confirm its acceptance or following discussions with the Authority submit its revised plan. If such revised plan is agreed by the Authority, it shall be the revised Performance Indicator Course of Action.
- 4.8 Once agreed the Supplier shall immediately implement the Performance Indicator Course of Action. For the avoidance of doubt, any agreement between the Parties in relation to the Performance Indicator Course of Action shall not relieve the Supplier of any of its liabilities and obligations under this Agreement.
- 4.9 If a revised Performance Indicator Course of Action cannot be agreed within the period of ten (10) Working Days (or such other period as notified by the Authority to the Supplier) then the Authority may elect to refer the matter for resolution by the Dispute Resolution Procedure set out in Clause J11.
- 4.10 Performance Indicators

PERFORMANCE INDICATORS

- The number of members of Supplier staff assigned to JFS within the Supplier delivery model;
- Supplier performance against the CSS; and
- The performance and management of the supply chain.

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SCHEDULE 2.3 - STANDARDS

Standards

3 Definitions

In this Schedule, the following definitions shall apply:

“Standards Hub”	the Government’s open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ; and
“Suggested Challenge”	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

4 General

- 4.1 Throughout the term of this Agreement, 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.
- 4.2 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.
- 4.3 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.

5 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>.

6 Open data standards & Standards Hub

- 6.1 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.
- 6.2 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 Agreement 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 Agreement, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government’s IT infrastructure and the suggested open standard.

- 6.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Agreement 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.

7 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 TOGAF 9.1 or its equivalent, then this shall be deemed acceptable.

8 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.

9 Service management software & standards

- 9.1 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) ITIL v3 2011;
- (b) ISO/IEC 20000-1 2011 "ITSM Specification for Service Management";
- (c) ISO/IEC 20000-2 2012 "ITSM Code of Practice for Service Management";
- (d) ISO 10007 "Quality management systems – Guidelines for configuration management"; and
- (e) BS25999-1:2006 "Code of Practice for Business Continuity Management" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of "IT Service Continuity Strategy" or "Disaster Recovery" plans.

- 9.2 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.

10 Environmental standards

- 10.1 The Supplier warrants that it has obtained ISO 14001 (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Term. The Supplier shall follow a sound environmental management policy, ensuring that any Goods and the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.
- 10.2 The Supplier shall comply with relevant obligations under the Waste Electrical and

Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).

- 10.3 The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.
- 10.4 The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.
- 10.5 The Supplier shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

11 Hardware safety standards

- 11.1 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 60950-1:2006+A12:2011 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 60065:2002+A12:2011 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 60825-1:2007 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 41003:2009 or any subsequent replacements.
- 11.2 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 Agreement in accordance with the relevant health and safety regulations.

SCHEDULE 2.4 - SECURITY REQUIREMENTS TIER 1 AND 2

General

The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Authority's security requirements as set out in the Agreement which include the requirements set out in this Schedule 2.4 to the Agreement (the "**Authority's Security Requirements**"). The Authority's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Authority Assets, the Authority System and the Supplier System.

Terms used in this Schedule 2.4 which are not defined below shall have the meanings given to them in Schedule 1 (Definitions) of the Agreement.

1. Definitions

1.1 In this Schedule 2.4, the following definitions shall apply:

"Authority Personnel"	shall mean all persons employed by the Authority including directors, officers, employees together with the Authority's servants, agents, consultants, contractors and suppliers but excluding the Supplier and any Sub-contractor (as applicable).
"Availability Test"	shall mean the activities performed by the Supplier to confirm the availability of any or all components of any relevant ICT system as specified by the Authority.
"CHECK"	shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.
"Cloud"	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.
"Cyber Essentials Plus"	shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
"Cyber Security Information Sharing Partnership" or "CiSP"	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
"Good Security Practice"	shall mean: <ul style="list-style-type: none">a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);b) security standards and guidelines relating to Information Security (including generally accepted principles regarding

	the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
	c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.
"Information Security"	shall mean: <ul style="list-style-type: none"> a) the protection and preservation of: <ul style="list-style-type: none"> i) the confidentiality, integrity and availability of any Authority Assets, the Authority System (or any part thereof) and the Supplier System (or any part thereof); ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and b) compliance with all Law applicable to the processing, transmission, storage and disposal of Authority Assets.
"Information Security Manager"	shall mean the person appointed by the Supplier with the appropriate experience, authority and expertise to ensure that the Supplier complies with the Authority's Security Requirements.
"Information Security Management System ("ISMS")"	shall mean the set of policies, processes and systems designed, implemented and maintained by the Supplier to manage Information Security Risk as certified by ISO/IEC 27001.
"Information Security Questionnaire"	shall mean the Authority's set of questions used to audit and on an ongoing basis assure the Supplier's compliance with the Authority's Security Requirements.
"Information Security Risk"	shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.
"ISAE 3402"	shall mean the International Standard on Assurance Engagements No. 3402 (ISAE) as most recently published by the International Auditing and Assurance Standards Board or its successor entity (" IAASB ") or the relevant successor or replacement standard which is formally recommended by the IAASB.
"ISO/IEC 27001, ISO/IEC 27002 and ISO 22301"	shall mean: <ul style="list-style-type: none"> a) ISO/IEC 27001; b) ISO/IEC 27002/IEC; and c) ISO 22301 <p>in each case as most recently published by the International Organization for Standardization or its successor entity (the "ISO") or the relevant successor or replacement information security standard which is formally recommended by the ISO.</p>

“NCSC”	shall mean the National Cyber Security Centre or its successor entity (where applicable).
“Penetration Test”	shall mean a simulated attack on any Authority Assets, the Authority System (or any part thereof) or the Supplier System (or any part thereof).
“PCI DSS”	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”).
“Risk Profile”	shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
“Security Test”	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
“SSAE 16”	shall mean the Statement on Standards for Attestation Engagements (SSAE) No. 16 as most recently published by the American Institute of Certified Public Accountants or its successor entity (“AICPA”) or the relevant successor or replacement standard which is formally recommended by the AICPA.
“Tigerscheme”	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
“Vulnerability Scan”	shall mean an ongoing activity to identify any potential vulnerability in any Authority Assets, the Authority System (or any part thereof) or the Supplier System (or any part thereof).

- 1.2 Reference to any notice to be provided by the Supplier to the Authority shall be construed as a notice to be provided by the Supplier to the Authority Representative.

2 Principles of security

- 2.1 The Supplier shall at all times comply with the Authority's Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3 ISO/IEC 27001 compliance, certification and Audit

- 3.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to ISO/IEC 27001 (the **“ISO Certificate”**) in relation to the Services during the Term. The ISO Certificate shall be provided by the Supplier to the Authority on the dates as agreed by the Parties.
- 3.2 The Supplier shall appoint:
- a) an Information Security Manager; and
 - b) a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time.

The Supplier shall notify the Authority of the identity of the Information Security Manager on the Effective Date and, where applicable, within five (5) Working Days following any change in the identity of the Information Security Manager.

- 3.3 The Supplier shall ensure that it operates and maintains the Information Security Management System during the Term and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:
- a) a scope statement (which covers all of the Services provided under this Agreement);
 - b) a risk assessment (which shall include any risks specific to the Services);
 - c) a statement of applicability;
 - d) a risk treatment plan; and
 - e) an incident management plan

in each case as specified by ISO/IEC 27001.

The Supplier shall provide the Information Security Management System to the Authority upon request within ten (10) Working Days from such request.

- 3.4 The Supplier shall notify the Authority of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within two (2) Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Authority or on a date agreed by the Parties.
- 3.5 The Supplier shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within ten (10) Working Days after completion of the relevant audit provide any associated security audit reports to the Authority.
- 3.6 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.5, the Authority may, in its absolute discretion, notify the Supplier that it is not in compliance with the Authority's Security Requirements and provide details of such non-compliance. The Supplier shall, at its own expense, undertake those actions required in order to comply with the Authority's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties.

4 Cyber Essentials Plus scheme

- 4.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during the Term. The Cyber Essentials Plus Certificate shall be provided by the Supplier to the Authority annually on the dates as agreed by the Parties.
- 4.2 The Supplier shall notify the Authority of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within two (2) Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation.

5 Risk Management

- 5.1 The Supplier shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the Term which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Authority's Security Requirements are met (the **Risk Assessment**). The Supplier shall provide the Risk Management Policy to the Authority upon request within ten (10) Working Days of such request. The Authority may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Authority's Security Requirements. The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Authority within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Supplier shall carry out a Risk Assessment:
- (i) at least annually;
 - (ii) in the event of a material change in the Supplier System or in the threat landscape; or
 - (iii) at the request of the Authority.
- The Supplier shall provide the report of the Risk Assessment to the Authority, in the case of at least annual Risk Assessments, within five (5) Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Supplier shall notify the Authority within five (5) Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Authority decides, at its absolute discretion, that any Risk Assessment does not meet the Authority's Security Requirements, the Supplier shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Authority in relation to the Authority's own risk management processes regarding the Services.
- 5.5 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5.

6 Security Audit and Assurance

- 6.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Authority (the **"Information Security Questionnaire"**) at least annually or at the request by the Authority. The Supplier shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 6.2 The Supplier shall conduct Security Tests to assess the Information Security of the Supplier System and, if requested, the Authority System. In relation to such Security Tests, the Supplier shall appoint a third party which:
- i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme; and
 - ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI.

Such Security Test shall be carried out:

- i) at least annually;
- ii) in the event of a material change in the Supplier System or in the Authority System;
or
- iii) at the request of the Authority which request may include, but is not limited to, a repeat of a previous Security Test.

The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Authority. The Supplier shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Supplier shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Authority in its absolute discretion.

- 6.3 The Authority shall be entitled to send the Authority Representative to witness the conduct of any Security Test. The Supplier shall provide to the Authority notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Supplier provides code development services to the Authority, the Supplier shall comply with the Authority's Security Requirements in respect of code development within the Supplier System and the Authority System.
- 6.5 Where the Supplier provides software development services, the Supplier shall comply with the code development practices specified in the Specification or in the Authority's Security Requirements.
- 6.6 The Authority, or an agent appointed by it, may undertake Security Tests in respect of the Supplier System after providing advance notice to the Supplier. If any Security Test identifies any non-compliance with the Authority's Security Requirements, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Authority at its absolute discretion. The Supplier shall provide all such co-operation and assistance in relation to any Security Test conducted by the Authority as the Authority may reasonably require.
- 6.7 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, engage an independent auditor registered with the AICPA or, as the case may be, the IAASB (such auditors, the "**SOC Auditors**") to conduct a service organisation control ("**SOC**") 1 Type 2 audit ("**SOC1T2**") and a SOC2 Type 2 audit ("**SOC2T2**") in accordance with the SSAE 16 and/or ISAE 3402.
- 6.8 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, maintain at least annual renewals of SOC1T2 and SOC2T2 in accordance with SSAE 16 and/or ISAE 3402 during the Term and provide the Authority with a copy of the applicable SOC1T2 report and SOC2T2 report on the dates as agreed by the Parties.
- 6.9 The Supplier shall agree in advance with the Authority the trust services criteria which shall apply to SOC1T2 and SOC2T2 (the "TSC") in respect of security, confidentiality, integrity, availability and privacy (each as defined by the TSC published by the AICPA or, as the case may be, the IAASB). The Supplier shall provide the SOC1T2 report and SOC2T2 report to the Authority within ten (10) Working Days after receipt from its SOC Auditors.
- 6.10 In addition to the provisions set out in paragraphs 6.1 to 6.9, the Supplier shall provide a

bridge letter in relation to SOC1T2 and SOC2T2 at the reasonable request of the Authority. The content and format of such bridge letter shall be approved by the Authority in advance and shall be provided within one calendar month of the Authority's request.

- 6.11 The Authority shall schedule regular security governance review meetings which the Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, attend.

7 PCI DSS compliance and certification

- 7.1 Where the Supplier obtains, stores, processes or transmits payment card data, the Supplier shall comply with the PCI DSS.
- 7.2 The Supplier shall obtain and maintain up-to-date attestation of compliance certificates (“**AoC**”) provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance (“**RoC**”) provided by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the “PCI Reports”), during the Term. The Supplier shall provide the respective PCI Reports to the Authority upon request within ten (10) Working Days of such request.
- 7.3 The Supplier shall notify the Authority of any failure to obtain a PCI Report or a revocation of a PCI Report within two (2) Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8 Security policies and standards

- 8.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Authority's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Change to the Agreement, any change in the Authority's Security Requirements resulting from Change (if any) shall be agreed by the Parties in accordance with the Change Control Procedure. Where any such change constitutes an Operational Change, any change in the Authority's Security Requirements resulting from such Operational Change (if any) shall be implemented in accordance with the paragraphs in Schedule 8.2 (Change Control Procedure) concerning Operational Changes.
- 8.3 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9 Cyber Security Information Sharing Partnership

- 9.1 The Supplier shall be a member of the Cyber Security Information Sharing Partnership during the Term. The Supplier shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 The Supplier shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Supplier's Risk Management Policy.

ANNEX A – AUTHORITY SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>
unless specified otherwise:

- a) Policy: Acceptable Use
- b) Policy: Information Security
- c) Policy: Physical Security
- d) Policy: Information Management
- e) Policy: Email
- f) Policy: Technical Vulnerability Management
- g) Policy: Remote Working Security
- h) Policy: Social Media
- i) Policy: Data Sharing
- j) Policy: Forensic Readiness
- k) Policy: SMS Texting
- l) Policy: Privileged Users Security
- m) Policy: User Access Control
- n) Policy: Security Classification
- o) Policy: Cryptographic Key Management
- p) HMG Personnel Security Controls – May 2018

(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) Security standard SS-001 (part 1): Access and Authentication Controls
- b) Security standard SS-001 (part 2): Privileged User Access Controls
- c) Security standard SS-002: Public Key Infrastructure & Key Management
- d) Security standard SS-003: Software Development
- e) Security standard SS-005: Database Management System
- f) Security standard SS-006: Security Boundaries
- g) Security standard SS-007: Use of Cryptography
- h) Security standard SS-008: Server Operating System
- i) Security standard SS-009: Hypervisor
- j) Security standard SS-010: Desktop Operating System
- k) Security standard SS-011: Containerisation
- l) Security standard SS-012: Protective Monitoring Standard
- m) Security standard SS-013: Firewall Security
- n) Security standard SS-014: Security Incident Management
- o) Security standard SS-015: Malware Protection
- p) Security standard SS-016: Remote Access
- q) Security standard SS-017: Mobile Device
- r) Security standard SS-018: Network Security Design
- s) Security standard SS-019: Wireless Network
- t) Security standard SS-022: Voice & Video Communications
- u) Security standard SS-023: Cloud Computing
- v) Security standard SS-025: Virtualisation
- w) Security standard SS-028: Microservices Architecture
- x) Security standard SS-029: Securely Serving Web Content
- y) Security Standard SS-030: Oracle Database Security
- z) Security Standard SS-031: Domain Management
- aa) Security Standard SS-033: Security Patching

SCHEDULE 2.5 - INSURANCE REQUIREMENTS

1 Obligation to maintain Insurances

- 1.1 Without prejudice to its obligations to the Authority under this Agreement, 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 Agreement and for which the Supplier is legally liable.

2 General obligations

Without limiting the other provisions of this Agreement, the Supplier shall:

- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- (b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3 Failure to insure

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

Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4 Evidence of Insurances

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

5 Cancellation

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

6 Insurance claims, premiums and deductibles

- 6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement 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 Agreement, 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.
- 6.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Agreement and shall allow the Authority to review such register at any time.
- 6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 6.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

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 twenty (20) Working Days after any insurance claim in excess of **£100,000** relating to or arising out of the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

Part 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 Agreement.

3 Limit of indemnity

Not less than £10 million in respect of any once occurrence the number of occurrences being unlimited in any annual policy period, but £20 million in the aggregate per annum in respect of products and pollution liability.

4 Territorial limits

[United Kingdom]

5 Period of insurance

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6 Cover features and extensions

6.1 Indemnity to principals clause 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 Agreement 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.
- 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 ***[figure to be inserted by Supplier from their Insurance Schedule]*** for each and every third party property damage claim (personal injury claims to be paid in full).

Part C: United Kingdom compulsory insurances

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

Part D: 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 specific 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 the limits of the indemnity under the insurance policy that the Insured has in place as at the Effective Date in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4 Territorial limits

As in the insurance policy that Insured has in place as at the Effective Date.

5 Period of insurance

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

6 Cover features and extensions

Retroactive cover to apply to any "claims made policy wording" in respect of this Agreement or retroactive date to be no later than the Effective Date.

7 Principal exclusions

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.

8 Maximum deductible threshold

Not to exceed the applicable maximum deductible threshold in the insurance policy that Insured has in place as at the Effective Date for each and every claim.