

BATCIS PRIVATE SECTOR SUPPORT CONTRACT – SCHEDULES 1 TO 26

DATED

2023

**THE SECRETARY OF STATE FOR
DEFENCE**

(1)

and

QINETIQ LIMITED

(2)

**SCHEDULES 1 TO 26
relating to BATCM/0288
BATCIS PRIVATE SECTOR SUPPORT**



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Schedule 1

Definitions

Schedule 1 (Definitions and Acronyms) forms part of the Main Body Contract document entitled "BATCM/0288 BATCIS Private Sector Support"

Schedule 2

Statement of Requirements

Schedule 2 (Statement of Requirements) is the documents in the Agreed Form in the file entitled "Statement of Requirements" annexed to the DEFFORM 10B relating to Amendment 6

Schedule 3

Contractor's Proposals

Schedule 3 (Contractor's Proposals) is the document in the Agreed Form, entitled "Contractor's Proposals" annexed to the DEFFORM 10B relating to Amendment 6

Schedule 4

Assurance and Acceptance Process

Part 1 - General Procedure

1 Assurance Procedure

General

- 1.1 The provisions of this Schedule 4 (*Assurance and Acceptance Process*) shall:
- 1.1.1 apply whenever any items or documents are required to be reviewed, assured, approved or otherwise processed and Accepted in accordance with the Assurance and Acceptance Process; and
 - 1.1.2 not, for the avoidance of doubt, apply to the review, assurance, approval and/or processing of any Task Order Proposal, Authority Change or Contractor Change, such changes being reviewed, assured, approved and/or processed in accordance with Schedule 10 (*Task Order Approval Process*) and Schedule 11 (*Change Procedure*) (as the case may be).

General Assurance Review

- 1.2 The Contractor acknowledges and agrees that any items or documents to be provided by the Contractor as part of the Contractor Deliverables in accordance with this Contract shall be reviewed, assured, approved or otherwise processed in accordance with a General Assurance Review ("**Review**") whether such Contractor Deliverable is a Programmed Contractor Deliverable or an Unprogrammed Contractor Deliverable.
- 1.3 The Contractor acknowledges and agrees that:
- 1.3.1 where the Contractor is required to develop, create, produce, provide and/or deliver any items or documents which are Programmed Contractor Deliverables;
 - 1.3.2 where the Contractor is required to develop, create, produce, provide and/or deliver any items or documents or any other required Contractor Deliverables in accordance with Schedule 2 (*Statement of Requirements*) for which there is no Review Date and/or Submission Date identified on the Contract Programme as at the Effective Date;
 - 1.3.3 where, during the Contract Period, the Contractor is required to develop, create, produce, provide and/or deliver any additional items or documents or any other required Contractor Deliverables following the commencement of any Active Task Order or as the result of an approved Change in accordance with Schedule 11 (*Change Procedure*), in respect of which there is no Review Date and/or Submission Date identified on the Contract Programme (as no such date was identified pursuant to the relevant Active Task Order or approved Change) (the items in this paragraph 1.3.3 together with the items referred to in 1.3.2 ("**Unprogrammed Contractor Deliverables**"),

then:

(a) such items or documents (including any Relevant Deliverable) shall be subject to a Review (but in the case of Unprogrammed Contractor Deliverables, only where the Authority has notified the Contractor of a Review Date and Submission Date for such Contractor Deliverable as contemplated in paragraphs 1.4.1 and 1.4.2); and

(b) failure to satisfy KPI 1 shall permit the Authority to make Deductions as set out in Schedule 6 (*Incentivisation*) (including paragraph 9 (*Deductions for KPs 1.1 and 1.2*) and Appendix 1 to Schedule 6 (*Incentivisation*)).

1.4 In relation to each Review, the following procedure shall apply:

1.4.1 the Contractor shall or shall procure that the relevant Programmed Contractor Deliverable or Unprogrammed Contractor Deliverable ("**Relevant Deliverable**") together with any other information required by the Authority in accordance with the Assurance and Acceptance Process, is provided to the Authority's Representative on or prior to the Submission Date (and the Contractor acknowledges that the Authority may notify the Contractor from time to time (in writing or orally during a Performance Review Meeting) the Submission Date for any Relevant Deliverable which is an Unprogrammed Contract Deliverable); and

1.4.2 after the Review Period has commenced and on or prior to the Review Date (and the Contractor acknowledges that the Authority may notify the Contractor from time to time (in writing or orally during a Performance Review Meeting) the Review Date for any Relevant Deliverable which is an Unprogrammed Contract Deliverable), the Authority's Representative shall notify the Contractor (in writing) whether it has any comments or objections in relation to the Relevant Deliverable.

1.5 If the Authority's Representative intends to raise comments and/or raise objections and/or raises comments on or objects to any Relevant Deliverable, he shall state the reasons for (and shall provide such evidence or other information as may be reasonably necessary to substantiate) such comments or objections.

1.6 The Contractor acknowledges and agrees that:

1.6.1 a Review shall not (unless otherwise agreed in writing by the Authority's Representative) take place if the Entry Criteria in respect of that Review has not been satisfied;

1.6.2 the Review Period shall not (unless otherwise agreed in writing by the Authority's Representative) commence until receipt by the Authority's Representative of the Relevant Deliverable together with any other further information required by the Authority in accordance with this Assurance and Acceptance Process;

1.6.3 in the case of Programmed Contractor Deliverables the Authority has specified and in the case of the Unprogrammed Contractor Deliverables the Authority will specify the relevant Submission Dates and Review Dates on the assumption that the Contractor has fully complied (and, at all times throughout the Contract Period, continues to fully comply) with all of its obligations and where the Contractor shall not have complied with all such obligations, the Authority shall be entitled to such extension to such dates

and period as it considers reasonable in the circumstances to enable the Authority to review and consider in full any Relevant Deliverable.

- 1.7 No review, comment, approval by the Authority under this Schedule 4 (*Assurance and Acceptance Process*) shall operate to exclude or limit the Contractor's obligations or liabilities under this Contract (or the Authority's rights under this Contract), including (without limitation) the Contractor's obligation to deliver the Contractor Deliverables in accordance with the Contract Programme.

2 Further Information

- 2.1 The Contractor shall submit any further or other information, data, documents and/or items that the Authority's Representative reasonably requires in relation to any Review to be conducted under this Schedule 4 (*Assurance and Acceptance Process*).
- 2.2 If the Contractor does not submit any such information, data, documents and/or items, the Authority's Representative shall be entitled to:
- 2.2.1 comment on or object to the Relevant Deliverables on the basis of the information, data, documents and/or items which have been provided; or
- 2.2.2 reject the Relevant Deliverables on the grounds that insufficient information, data, documents and/or items have been provided.

3 Effect Of Review

- 3.1 Where the Exit Criteria in respect of a Review has been achieved on the Review Date:
- 3.1.1 any Relevant Deliverable (and/or any further information, data, documents and/or items submitted as part of the Entry Criteria for that Review) in respect of which the Authority's Representative has confirmed that it does not have any comments or objections shall:
- (i) where there is no further work to be carried out by the Contractor in respect of the Relevant Deliverable, be considered for Acceptance in accordance with paragraph 6 (*Acceptance*); or
- (ii) where there is further work to be carried out by the Contractor in respect of the Relevant Deliverable, be further developed by the Contractor and submitted for review by the Authority at the next relevant Review Date; or
- 3.1.2 if the Authority's Representative raises comments or objections in relation to a Relevant Deliverable (and/or in relation to any further information, data, documents and/or items submitted as part of the Entry Criteria for that Review) but notwithstanding such comments or objections the Authority's Representative (in his absolute discretion) is satisfied that the Exit Criteria for that Review can be considered to have been achieved,
- the Contractor shall:
- (i) to the extent that such comments or objections do not require the Contractor to undertake further or additional activities and re-submit the Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the Entry Criteria for that Review)

to the Authority for further review prior to complying with and/or proceeding on the basis of and/or undertaking such further and/or additional activities in respect of (as the case may be) such Relevant Deliverable, comply with and/or proceed on the basis of and/or undertake such further and/or additional activities in respect of (as the case may be) such Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) after amendment and/or adjustment (as the case may be) in accordance with the comments or objections of the Authority's Representative and such Relevant Deliverable should only be considered for Acceptance in accordance with paragraph 6 (*Acceptance*) when the Relevant Deliverable has been amended and/or updated (as the case may be) and reissued by the Contractor to the Authority;

- (ii) to the extent that such comments or objections do require the Contractor to undertake further or additional activities and re-submit the Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to the Authority for further review:
 - (A) not act on and/or proceed on the basis of the Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) or the relevant part of such Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to which such comments or objections relate (as the case may be);
 - (B) undertake such further or additional activities as are necessary to address each of the comments and/or objections of the Authority's Representative; and
 - (C) re-submit the Relevant Deliverable and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review (as amended and specifically identifying the amendments, adjustments and/or changes made to such Relevant Deliverable (and/or such information, data, documents and/or items) to address the comments or objections raised by the Authority's Representative) to the Authority's Representative within such period and in the manner as the Authority's Representative shall specify at the time of issuing such comments or objections to the Contractor or as otherwise specified at the relevant Review,

provided always that where:

- 1) the Contractor does not comply with the provisions of this paragraph 3.1.2 within such time period and/or in such manner specified; and/or
- 2) the Authority's Representative has further comments and/or objections in relation to such amendments,

adjustments and/or changes (and/or any failure by the Contractor to make such amendments, adjustments and/or changes as would be reasonably required to address such comments and/or objections of the Authority's Representative) when the Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for the relevant Review) is re-submitted,

then such Relevant Deliverable (and such information, data, documents and/or items) shall be deemed to be required to be submitted as part of any subsequent Review as may be notified by the Authority's Representative;

- (iii) if the Contractor does not accept the comments or objections of the Authority's Representative (and the Parties are otherwise unable to agree such matter), refer the matter for determination in accordance with the Dispute Resolution Procedure (and the Contractor shall not act on and/or proceed on the basis of the Relevant Deliverable and/or such information, data, documents) until such matter is so determined in accordance with this paragraph 3.1.2(iii) or otherwise agreed in writing).

3.2 Where, subject to paragraph 3.1.2, the Exit Criteria in respect of a Review has not been achieved on the Review Date, then that Review shall be repeated (the "**Subsequent Review**") in accordance with the following procedure:

3.2.1 if the Authority's Representative raises comments or objections in relation to a Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the Entry Criteria for that Review), the Contractor shall:

- (i) to the extent that such comments or objections require the Contractor to undertake further or additional activities and re-submit the Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to the Authority for further review at the Subsequent Review:
 - (A) not act on and/or proceed on the basis of the Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) or the relevant part of such Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to which such comments or objections relate (as the case may be);
 - (B) undertake such further or additional activities as are necessary to address each of the comments and/or objections of the Authority's Representative; and
 - (C) re-submit the Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry

Criteria for that Review) as amended and specifically identifying the amendments, adjustments and/or changes made to such Relevant Deliverable (and/or such information, data, documents and/or items) to address the comments or objections raised by the Authority's Representative for the Subsequent Review; or

- (ii) if it does not accept the comments or objections of the Authority's Representative (and the Parties are otherwise unable to agree such matter), refer the matter for determination in accordance with the Dispute Resolution Procedure and the Contractor shall not act on and/or proceed on the basis of the Relevant Deliverable and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review until such matter is so determined in accordance with this paragraph 3.2.1(ii) or otherwise agreed in writing;

3.2.2 the Authority's Representative shall notify the Contractor of:

- (i) a further date for the Subsequent Review at which the Review in question shall be repeated and such date shall be deemed to be the Review Date for that Subsequent Review; and
- (ii) the Submission Date for that Subsequent Review;

3.2.3 the items required for that Subsequent Review shall be the Relevant Deliverable together with any additional information, data, documents and/or items referred to in (and/or as the Authority's Representative may require) pursuant to paragraph 2.1 above,

and the provisions of this Schedule 4 (*Assurance and Acceptance Process*) shall apply to such Subsequent Review as if it was the original Review, changed according to context.

3.3 Confirmation by the Authority's Representative that it has no comments and/or objections shall mean that the Relevant Deliverable may be used or implemented (or the Contractor may proceed on the basis of that Relevant Deliverable) for the purposes for which it is intended but, save to the extent expressly stated in this Contract, such confirmation shall not otherwise relieve the Contractor of its obligations under this Contract nor is it an acknowledgement by the Authority that the Contractor has complied with such obligations.

4 Document Management

4.1 The Contractor shall issue each Relevant Deliverable to the Authority's Representative in a format required by the Authority as notified by the Authority from time to time.

4.2 The Contractor shall compile and maintain a register of the date of receipt and content of all Relevant Deliverables that are returned by the Authority's Representative.

5 Variations

5.1 No approval or comment or any failure to give or make an approval or comment under this Schedule 4 (*Assurance and Acceptance Process*) shall constitute an Authority

Change, save to the extent implemented in accordance with Schedule 11 (*Change Procedure*) as contemplated in paragraph 5.2.

- 5.2 If, having received comments or objections from the Authority's Representative, the Contractor considers that compliance with those comments or objections would amount to an Authority Change, the Contractor shall, before complying with the comments or objections, notify the Authority of the same and, if it is agreed by the Parties or determined pursuant to the Dispute Resolution Procedure that an Authority Change would arise if the comments or objections were complied with, the Authority may, if it wishes, implement the Authority Change and it shall be dealt with in accordance with Schedule 11 (*Change Procedure*).
- 5.3 Any failure by the Contractor to notify the Authority that it considers compliance with any comments or objections of the Authority's Representative would amount to an Authority Change shall constitute an irrevocable acceptance by the Contractor that any compliance with the Authority's comments or objections shall be without cost to the Authority and without any further relief for the Contractor.

6 Acceptance

- 6.1 The Authority shall be deemed to have Accepted each Relevant Deliverable which:
- 6.1.1 satisfies the requirements of paragraph 3.1.1(i);
 - 6.1.2 is of the type described in paragraph 3.1.1(ii) and where the further work required to be undertaken is carried out and the Relevant Deliverable is appropriately and correctly updated or amended (as the case may be) and reissued to the Authority at a later Review (in accordance with paragraph 3.1.2(i)) and ultimately satisfies the requirements of paragraph 3.1.1(i);
 - 6.1.3 did not satisfy the requirements of paragraph 3.1.1(i) and is the subject of a Subsequent Review or Subsequent Reviews and ultimately satisfies the requirements of paragraph 3.1.1(i);
 - 6.1.4 following a determination pursuant to paragraph 3.1.2(iii) that the Relevant Deliverable satisfies the requirements of paragraph 3.1.1(i),

in each case when the Exit Criteria for the Relevant Review have been satisfied and the Relevant Deliverable is in Final Form on the relevant Review Date (being the Review Date when such Exit Criteria were satisfied or are later determined to have been satisfied).

Part 2 – Entry Criteria and Exit Criteria

1 Entry Criteria

- 1.1 The receipt by the Authority's Representative of the Relevant Deliverable (together with any additional information required by the Authority and notified to the Contractor prior to such Submission Date) at a level of maturity that can be reasonably be expected to be achieved by the Contractor at the then relevant stage of the Assurance Process.

2 Exit Criteria

- 2.1 Where:

- 2.1.1 the Authority's Representative is satisfied that the Contractor has developed the Relevant Deliverable to an appropriate level of maturity on or prior to the Submission Date and where the Authority has received all information it has requested from the Contractor in accordance with paragraph 2 (*Further Information*) of Part 1 of Schedule 4 (*Assurance and Acceptance Process*) ; and
- 2.1.2 the Authority's Representative has confirmed to the Contractor that it has no comments and/or objections in relation to the Relevant Deliverable; or
- 2.1.3 the Authority's Representative, having raised comments and/or objections in accordance with Part 1 of this Schedule 4 (*Assurance and Acceptance Process*), is satisfied that the Relevant Deliverable has been reviewed, amended, developed, modified and/or updated (as necessary) to address such comments and/or objections; and
- 2.1.4 subject to and in accordance with paragraph 3.1.2 of Part 1 of this Schedule 4 (*Assurance and Acceptance Process*), the Authority's Representative is satisfied that the Exit Criteria for the relevant Review can be considered to have been achieved.

Part 3 – Programmed Contractor Deliverables

The Programmed Contractor Deliverables at the Effective Date are those Contractor Deliverables identified by the following Serial IDs in the Statement of Requirements in the Agreed Form:

Serial IDs of Programmed Contractor Deliverables as at the Effective Date

All Contractor Deliverables set out in or referred to in the Columns Headed “**Output**” “**Description/Deliverables**” in the Statement of Requirements in the Agreed Form as at the Effective Date.

Serial IDs of additional Programmed Contractor Deliverables as the result of the commencement of Active Task Orders and as a result of approved Changes

[Contractor to propose and for the Authority to approve following the approval of relevant Task Order Proposal or Change]

Schedule 5

Not Used

Schedule 6

Incentivisation

1 Contractor Performance and Authority Feedback

- 1.1 Paragraphs 1 to 19 (inclusive) describe what key elements of the Contractor Deliverables will be monitored and measured within this Contract through a series of KPIs.
- 1.2 The Contractor's performance of the Contractor Deliverables will be monitored and measured across each of the KPIs and the Authority will be entitled to make Deductions against the Monthly Payment as set out paragraph 9 (*Deductions for KPIs 1.1 and 1.2 (Right First Time and On Time)*), paragraph 10 (*Deductions for KPIs 2.1 to 2.4 (Behaviours)*), paragraph 11 (*Deductions for KPI 3 (Maintenance of Key Personnel)*) and paragraph 12 (*Deductions for KPI 4 (Social Value)*).
- 1.3 The Contractor shall comply with the provisions set out in this Schedule 6 (*Incentivisation*) in relation to the monitoring and reporting of the Contractor Deliverables.
- 1.4 Paragraph 18 (*Feedback to the Contractor and KPIs 2.1 to 2.4*) describes the manner in which the Authority may provide formal feedback to the Contractor on its approach to collaborative working with the Authority and regarding the Contractors performance of the Contractor Deliverables. The feedback provided in accordance with paragraph 18 (*Feedback to the Contractor and KPIs 2.1 to 2.4*) shall be used to assess whether the Contractor has achieved a "Pass" or a "Fail" in relation to any of KPIs 2.1 to 2.4.
- 1.5 Paragraph 19 (*Feedback to the Authority*) describes the manner in which the Contractor shall provide formal feedback to the Authority on its approach to collaborative working with the Contractor. For the avoidance of doubt the feedback provided in accordance with paragraph 19 (*Feedback to the Authority*) of this Schedule 6 (*Incentivisation*) is provided by way of information only and the content of such feedback shall not:
 - 1.5.1 give the Contractor any right under this Contract to an extension of time or additional payment or damages or any other relief or remedy whatsoever against the Authority;
 - 1.5.2 give rise to a GFA Failure;
 - 1.5.3 affect, modify, reduce or extinguish either the obligations of the Contractor under this Contract or the rights and remedies of the Authority under this Contract; or
 - 1.5.4 be taken to amend, add to, delete or waive any term or condition of this Contract.

2 KPIs

- 2.1 The KPIs referred to in paragraph 1.1 (*Contractor Performance and Authority Feedback*) are listed in the Table annexed at Appendix 1 to this Schedule 6 (*Incentivisation*).

- 2.2 The KPIs may be amended from time to time by agreement between the Parties at the Annual Performance Review in accordance with paragraph 7 of Schedule 8 (*Governance and Management*).

3 Monitoring Methodology

- 3.1 Each KPI:
- 3.1.1 is described in more detail (including details of the performance required by the Contractor) in the Table at Appendix 1 to this Schedule 6 (*Incentivisation*); and
 - 3.1.2 has a monitoring methodology allocated to it in the Table at Appendix 1 to this Schedule 6 (*Incentivisation*), describing the manner in which the KPI will be monitored and measured to assess whether the relevant KPI is to be registered a Pass or Fail for the relevant Monitoring Period.
- 3.2 In assessing its performance of the Contractor Deliverables, the Contractor shall, for the relevant Monitoring Period, apply the applicable monitoring methodology to each of the KPIs to determine whether the relevant KPI has registered a Pass or Fail for the relevant Monitoring Period.

4 Key Deliverables and Standard Deliverables

- 4.1 The Key Deliverables are:
- 4.1.1 those Contractor Deliverables listed in Appendix 2 to this Schedule 6 (*Incentivisation*);
 - 4.1.2 any Contractor Deliverables which are Standard Deliverables (as more particularly described in paragraph 4.2 (*Key Deliverables and Standard Deliverables*)) which become Key Deliverables following the Authority's Representative notifying the Contractor, from time to time in writing at the Monthly Project Review or at any other time during the performance and delivery of the whole or any part of this Contract, that such Standard Deliverables shall be Key Deliverables in respect of any subsequent Contract Months; and
 - 4.1.3 all KPI 1.1 and/or 1.2 Recovery Plans and all General Recovery Plans.
- 4.2 Any Contractor Deliverables which are not Key Deliverables are (for the purposes of this Schedule 6 (*Incentivisation*)) Standard Deliverables.
- 4.3 A Standard Deliverable will remain a Standard Deliverable (for the purposes of this Schedule 6 (*Incentivisation*)) until such time (if at all) as it becomes a Key Deliverable in accordance with the procedure set out in paragraph 4.1.2 (*Key Deliverables and Standard Deliverables*).

5 Measurement and Reporting

- 5.1 The Contractor shall monitor and record performance against all KPIs for the relevant Monitoring Periods and shall (as part of the Monthly Performance Report), in accordance with paragraph 5.5 of Schedule 8 (*Governance and Management*), provide the Authority's Representative with a report in respect of the Contractor's performance

against KPIs 1.1, 1.2 and 3 for each Contract Month and KPIs 2.1 to 2.4 and KPI 4 for each Quarter Month (a “**KPI Report**”).

- 5.2 If the Authority notifies the Contractor that it disputes the content of the KPI Report, the Parties shall attempt in good faith to resolve such dispute prior to the date on which the Contractor is due to submit its next invoice to the Authority under this Contract (the “**Invoice Date**”).
- 5.3 Where the Contractor has fully complied with its obligations in paragraph 5.1 of this Schedule 6 (*Incentivisation*) and paragraph 4.5 of Schedule 8 (*Governance and Management*) and where the Authority’s Representative does not notify the Contractor that it disputes the content of the KPI Report before the Invoice Date, the KPI Report shall, subject to paragraph 7 (*Assessment of KPIs*) and paragraph 15 (*Incorrect Reporting*), be deemed accepted and the Contractor shall reflect any Deductions in the next invoice it submits to the Authority under this Contract.
- 5.4 The Authority’s Representative may, without prejudice to Clause 29 (*Key Performance Indicators and Performance Monitoring*), undertake routine checks and random verification audits of any KPI Report and the Contractor shall provide all information, documents or records as may reasonably be requested by the Authority’s Representative to support any such activity.

6 Recovery Plans

- 6.1 If the Contractor registers a Fail for KPIs 1.1 or 1.2 (Right First Time and On Time) the Contractor shall, in advance of or within five (5) Working Days of the relevant BPSS Monthly Meeting (or such other period as the Parties may agree before the end of such (5) Working Days period), submit to the Authority a recovery plan summarising the reasons the relevant KPI was registered as a Fail and the proposed actions to be taken to remedy the relevant Key Deliverables and/or Standard Deliverables (a “**KPI 1.1 and/or 1.2 Recovery Plan**”).
- 6.2 The Authority shall approve or reject any KPI 1.1 and/or 1.2 Recovery Plan in accordance with paragraph 9.4 and the provisions of such paragraph 9.4 shall apply to the assessment of the carrying out and completion of (and the consequences of such carrying out and completion by the Contractor or failure to carry out and complete as the case may be) the actions identified in such KPI 1.1 and/or 1.2 Recovery Plan.
- 6.3 If the Contractor fails to deliver any Contractor Deliverables to the satisfaction of the Authority and in accordance with this Contract or registers a Fail for any of KPIs 2.1 to 2.4, KPI 3 or KPI 4, the Contractor shall, within five (5) Working Days of the Authority notifying the Contractor that it requires a recovery plan (or such other period as the Parties may agree before the end of such (5) Working Days period), submit to the Authority a recovery plan summarising the reasons the relevant Contractor Deliverables were not delivered to the satisfaction of the Authority and in accordance with this Contract and the proposed actions to be taken to remedy the relevant Contractor Deliverables (a “**General Recovery Plan**”). For the avoidance of doubt, this obligation on the Contractor to produce General Recovery Plans is in addition to the obligation on the Contractor to produce KIP 1.1 and/or 1.2 Recovery Plans and the production of a KPI 1.1 and/or 1.2 Recovery Plan shall not relieve the Contract of the obligation to produce a General Recovery Plan (or visa versa).
- 6.4 The Authority shall consider any General Recovery Plans submitted by the Contractor in accordance with paragraph 6.3 and, within ten (10) Working Days of submission, notify the Contractor whether:

- 6.4.1 the Authority approves such General Recovery Plan, and following such notification of approval, the Contractor shall expeditiously carry out and complete such actions contained within the General Recovery Plan; or
 - 6.4.2 the Authority rejects such General Recovery Plan including the reasons for such rejection, and following such notification of rejection, the Contractor shall, within five (5) Working Days, resubmit to the Authority an amended General Recovery Plan and the provisions of paragraph 6.5 shall apply.
- 6.5 The Authority shall consider any amended General Recovery Plans to be proposed by the Contractor in accordance with paragraph 6.4.2 and, within ten (10) Working Days, notify the Contractor whether:
- 6.5.1 the Authority approves such amended General Recovery Plan, and following such notification of approval, the Contractor shall expeditiously carry out and complete such actions contained within the General Recovery Plan; or
 - 6.5.2 the Authority rejects such amended General Recovery Plan, and such failure to produce an amended General Recovery Plan to the satisfaction of the Authority shall be a Contractor Default for the purposes of Clause 69 (*Termination for Contractor Default*) and the Authority may in its discretion elect:
 - (i) to terminate the whole or part of this Contract pursuant to Clause 69.2 (*Termination for Contractor Default*); or
 - (ii) not to terminate the whole or part of this Contract and require the Contractor to take such relevant action as the Authority considers reasonable in the circumstances and any failure by the Contractor to carry out and complete such remedial action shall be a Contractor Default for the purposes of Clause 69 (*Termination for Contractor Default*) and the Authority may at its discretion elect to terminate the whole or part of this Contract pursuant to Clause 69.2 (*Termination for Contractor Default*).
- 6.6 Any failure by the Contractor to submit a General Recovery Plan (in accordance with paragraph 6.3) or any failure to submit an amended General Recovery Plan (in accordance with paragraph 6.4.2) following notification by the Authority that it requires a recovery plan shall be a Contractor Default for the purposes of Clause 69 (*Termination for Contractor Default*) and the Authority may in its discretion elect:
- 6.6.1 to terminate the whole or part of this Contract pursuant to Clause 69.2 (*Termination for Contractor Default*); or
 - 6.6.2 not to terminate the whole or part of this Contract and require the Contractor to take such relevant action as the Authority considers reasonable in the circumstances and any failure by the Contractor to carry out and complete such remedial action shall be a Contractor Default for the purposes of Clause 69 (*Termination for Contractor Default*) and the Authority may at its discretion elect to terminate the whole or part of this Contract pursuant to Clause 69.2 (*Termination for Contractor Default*).

7 Assessment of KPIs

- 7.1 If the Contractor fails to provide a KPI Report to the Authority's satisfaction and with the content specified in, and within the timescale required by, paragraph 5.1 of this Schedule 6 (*Incentivisation*) and paragraph 4.5 of Schedule 8 (*Governance and Management*) in respect of any Contract Month (including any Contract Month that is a Quarter Month), all KPIs reported on in the relevant Contract Month and/or Quarter Month (as the case may be) shall be deemed to have registered a Fail for the relevant Monitoring Period.
- 7.2 If a KPI Report does not include a full report on one or more KPIs, the relevant KPI or KPIs shall be deemed to have registered a Fail for the relevant Monitoring Period.
- 7.3 If the Contractor fails to provide a KPI Report to the Authority's satisfaction and with the content specified in, and within the timescale required by, paragraph 5.1 of this Schedule 6 (*Incentivisation*) and paragraph 4.5 of Schedule 8 (*Governance and Management*) for any two (2) or more consecutive Monitoring Periods, all KPIs shall be deemed to have registered a Fail for the second (2nd) and any subsequent Monitoring Period.
- 7.4 If a KPI Report does not include a report on one or more KPIs for any two (2) or more consecutive Monitoring Periods, the relevant KPI or KPIs shall be deemed to have registered a Fail for the second (2nd) and any subsequent Monitoring Periods.

8 Impact of KPI Performance

- 8.1 Subject to any other provisions of this Schedule 6 (*Incentivisation*), if a KPI is registered as or deemed to be registered as a Pass for a Monitoring Period, the Authority shall not be entitled to make a Deduction in respect of that KPI in the relevant Contract Month (including any Contract Month that is a Quarter Month).
- 8.2 If a KPI is registered as or deemed to be registered as a Fail for a Monitoring Period, the Authority shall be entitled to make the relevant Deduction in respect of that KPI in the relevant Contract Month (including any Contract Month that is a Quarter Month).

9 Deductions for KPIs 1.1 and 1.2 (Right First Time and On Time)

- 9.1 The Authority shall be entitled to make Deductions in accordance with paragraph 7 (*Assessment of KPIs*), paragraph 8 (*Impact of KPI Performance*) and this paragraph 9 (*Deductions for KPIs 1.1 and 1.2 (Right First Time and On Time)*), on and from the Effective Date.
- 9.2 The Authority shall be entitled to apply the relevant Applicable Deduction in respect of KPI 1.1 and/or KPI 1.2 (Right First Time and On Time) (as the case may be), where the Contractor has registered a Fail for the relevant Monitoring Period for the relevant KPI, and in the event the right to such Applicable Deduction is identified:
- 9.2.1 25% of such Applicable Deduction shall, in the Contract Month in which the relevant Applicable Deduction is identified, be permanently deducted from the Monthly Payment for such Contract Month and the Maximum Additional Deliverables Sum shall be increased by 25% of such Applicable Deduction;
- 9.2.2 50% of such Applicable Deduction shall be a Temporary Deduction and the provisions of paragraphs 9.3 to 9.4 shall apply to such Temporary Deduction; and

- 9.2.3 25% of such Applicable Deduction shall be a Permanent Deduction and the provisions of paragraph 9.5 shall apply to such Permanent Deduction.

Applying Temporary Deductions and KPI 1.1 and/or 1.2 Recovery Plans

- 9.3 In the event the Authority has the right to apply a Temporary Deduction in respect of KPI 1.1 and/or 1.2 (Right First Time and On Time) as contemplated in paragraph 9.2.2, the Authority shall, in the Contract Month in which the right to apply the Temporary Deduction is identified, deduct from the Monthly Payment for such Contract Month (or any subsequent Contract Month) the amount of the Temporary Deduction.
- 9.4 The Authority shall consider any KPI 1.1 and/or 1.2 Recovery Plans proposed by the Contractor in accordance with paragraph 6.1 and, within ten (10) Working Days of receipt of such KPI 1.1 and/or 1.2 Recovery Plan, notify the Contractor, in writing, whether:
- 9.4.1 the Authority approves such KPI 1.1 and/or 1.2 Recovery Plan, and following such notification of approval, the Contractor shall expeditiously carry out and complete such actions contained within the KPI 1.1 and/or 1.2 Recovery Plan to remedy such Contractor Deliverables, and:
- (i) if the Contractor fully carries out and completes all the actions contained within the KPI 1.1 and/or 1.2 Recovery Plan within the agreed timescales to the Authority's satisfaction, such Temporary Deduction shall be paid to the Contractor in the Monthly Payment following the Contract Month in which such remedial action is completed; or
 - (ii) if the Contractor fails to fully carry out and complete all the actions contained within the KPI 1.1 and/or 1.2 Recovery Plan within the agreed timescales or to the Authority's satisfaction, such Temporary Deduction shall be a Permanent Deduction and the Authority shall permanently retain all of such Permanent Deduction; or
- 9.4.2 if no KPI 1.1 and/or KPI 1.2 Recovery Plan is submitted by the Contractor in accordance with paragraph 9.3, or where the Authority rejects the KPI 1.1 and/or 1.2 Recovery Plan, and following such failure to submit or notification of rejection (as the case may be), the Temporary Deduction shall be a Permanent Deduction and the Authority shall permanently retain all of such Permanent Deduction.

Applying Permanent Deductions

- 9.5 In the event the Authority has the right to apply a Permanent Deduction in respect of KPI 1.1 and/or KPI 1.2 (Right First Time and On Time) as contemplated in paragraph 9.2.3, the Authority may, at its sole discretion:
- 9.5.1 permanently retain all of such Permanent Deduction; or
- 9.5.2 increase the Maximum Additional Deliverables Sum by the amount of such Permanent Deduction; or
- 9.5.3 increase the Maximum Additional Deliverables Sum by any proportion of such Permanent Deduction and permanently retain the remaining proportion of such Permanent Deduction,

and the Authority shall notify the Contractor, in writing, of such election and, where appropriate, the relevant Deduction shall be made and retained and/or the Maximum Additional Deliverables Sum shall be increased by the relevant amount in the Contract Month in which the relevant Applicable Deduction is identified.

10 Deductions for KPIs 2.1 to 2.4 (Behaviours)

- 10.1 The Authority shall be entitled to make Deductions in accordance with paragraph 7 (*Assessment of KPIs*), paragraph 8 (*Impact of KPI Performance*) and this paragraph 10 (*Deductions for KPIs 2.1 to 2.4 (Behaviours)*) on and from the Effective Date.
- 10.2 The Authority shall be entitled to apply the relevant Applicable Deduction in respect of any of KPIs 2.1 to 2.4 (Behaviours), where the Contractor has registered a Fail in respect of any Monitoring Period, and in the event that:
 - 10.2.1 such registration of a Fail of the relevant KPI (being KPI 2.1, KPI 2.2, KPI 2.3, KPI 2.4 and/or KPI 2.4 (as the case may be)) is the first such registration of a Fail of the relevant KPI, such Applicable Deduction shall be a Temporary Deduction and the provisions of paragraphs 10.3 and 10.4 shall apply; or
 - 10.2.2 such registration of a Fail of the relevant KPI (being KPI 2.1, KPI 2.2, KPI 2.3, KPI 2.4 and/or KPI 2.4 (as the case may be)) is not the first such registration of a Fail of the relevant KPI and such Fail is registered in any of the six (6) Contract Months following the Contract Month in which the first Fail was registered, such Applicable Deduction shall be a Permanent Deduction and the provisions of paragraphs 10.2.3 and 10.5 shall apply.; and
 - 10.2.3 when a Permanent Deduction has been applied in accordance with the provisions of paragraph 10.2.2, the next registration of a Fail for the relevant KPI shall be deemed to be a first such registration of a Fail for that KPI and the provisions of paragraphs 10.2.1 and 10.2.2 shall apply in respect of such Fail and, where applicable, this paragraph 10.2.3 shall also apply where such Fails result in the application of a Permanent Deduction, PROVIDED ALWAYS that each such registration of a Fail shall be aggregated for the purposes of paragraph 13 (*Authority's Additional remedies for KPI Failure*).

Applying Temporary Deductions

- 10.3 In the event the Authority has the right to apply a Temporary Deduction in respect of KPIs 2.1 to 2.4 (*Behaviours*) as contemplated in paragraph 10.2.1, the Authority shall, in the Contract Month in which the right to apply the Temporary Deduction is identified, deduct from the Monthly Payment the amount of the Temporary Deduction.
- 10.4 In the event the Authority applies a Temporary Deduction in respect any of KPIs 2.1 to 2.4 (*Behaviours*), and the Contractor:
 - 10.4.1 subsequently registers a Pass for the relevant KPI (being KPI 2.1, KPI 2.2, KPI 2.3 and/or KPI 2.4 (as the case may be)) in each of the following three (3) Monitoring Periods, such Temporary Deduction shall be paid to the Contractor in the Monthly Payment following the Contract Month in which the last such Pass is registered; or

- 10.4.2 registers a Fail for the relevant KPI (being KPI 2.1, KPI 2.2, KPI 2.3 and/or KPI 2.4 (as the case may be)) in any of the following three (3) Monitoring Periods, such Temporary Deduction shall be a Permanent Deduction and:
- (i) the Authority shall (in addition to the right to make a Permanent Deduction pursuant to paragraph 10.2.2 in respect of each Monitoring Period in which the Contractor registers a Fail against such KPI) permanently retain all of such Permanent Deduction; and
 - (ii) such registration of a Fail shall be notified to and discussed with the MORPHEUS Programme Manager and Contractor's Account Manager.

Applying Permanent Deductions

- 10.5 In the event the Authority has the right to apply a Permanent Deduction in respect of any of KPIs 2.1 to 2.4 (*Behaviours*) as contemplated in paragraph 10.2.2, the Authority may, at its sole discretion:

- 10.5.1 permanently retain all of such Permanent Deduction; or
- 10.5.2 increase the Maximum Additional Deliverables Sum by the amount of such Permanent Deduction; or
- 10.5.3 increase the Maximum Additional Deliverables Sum by any proportion of such Permanent Deduction and permanently retain the remaining proportion of such Permanent Deduction,

and the Authority shall notify the Contractor, in writing, of such election and, where appropriate, the relevant Deduction shall be made and retained and/or the Maximum Additional Deliverables Sum shall be increased by the relevant amount in the Contract Month in which the relevant Applicable Deduction is identified.

11 Deductions for KPI 3 (Maintenance of Key Personnel)

- 11.1 The Authority shall be entitled to make Deductions in accordance with paragraph 7 (*Assessment of KPIs*), paragraph 8 (*Impact of KPI Performance*) and this paragraph 11 (*Deductions for KPI 3 – Maintenance of Key Personnel*) on and from the Effective Date.
- 11.2 Without prejudice to paragraph 9 (*Deductions for KPIs 1.1 and 1.2 (Right First Time and On Time)*) or paragraph 10 (*Deductions for KPIs 2.1 to 2.4 (Behaviours)*), the Authority shall be entitled to apply an Additional KPI 3 Deduction in respect of KPI 3 (*Maintenance of Key Personnel*) where the Contractor has registered a Fail for the relevant Monitoring Period and the provisions of paragraph 11.3 shall apply to such Additional KPI 3 Deduction.

Applying Additional KPI 3 Deductions

- 11.3 In the event the Authority is entitled to apply an Additional KPI 3 Deduction in respect of KPI 3 (*Maintenance of Key Personnel*), the Authority may, in the Contract Month in which the relevant Permanent Deduction is identified, at its sole discretion:
 - 11.3.1 permanently retain all of such Additional KPI 3 Deduction;

- 11.3.2 increase the Maximum Additional Deliverables Sum by the amount of such Additional KPI 3 Deduction; or
- 11.3.3 increase the Maximum Additional Deliverables Sum by any proportion of such Additional KPI 3 Deduction and permanently retain the remaining proportion of such Additional KPI 3 Deduction,

and the Authority shall notify the Contractor, in writing, of such election and, where appropriate, the relevant Deduction shall be made and retained and/or the Maximum Additional Deliverables Sum shall be increased by the relevant amount in the Contract Month in which the relevant Applicable Deduction is identified.

12 Deductions for KPI 4 (Social Value)

- 12.1 The Authority shall be entitled to make Deductions in accordance with paragraph 7 (*Assessment of KPIs*), paragraph 8 (*Impact of KPI Performance*) and this paragraph 12 (*Deductions for KPI 4 – Social Value*) on and from the Effective Date for Amendment 6.
- 12.2 Without prejudice to paragraph 9 (*Deductions for KPIs 1.1 and 1.2 (Right First Time and On Time)*), paragraph 10 (*Deductions for KPIs 2.1 to 2.4 (Behaviours)*) or paragraph 11 (*Deductions for KPI 3 (Maintenance of Key Personnel)*), the Authority shall be entitled to apply an Additional KPI 4 Deduction in respect of KPI 4 (*Social Value*) where the Contractor has registered a Fail for the relevant Monitoring Period and the provisions of paragraph 12.3 shall apply to such Additional KPI 4 Deduction.

Applying Additional KPI 4 Deductions

- 12.3 In the event the Authority is entitled to apply an Additional KPI 4 Deduction in respect of KPI 4 (*Social Value*), the Authority may, in the Contract Month in which the relevant Permanent Deduction is identified, at its sole discretion:
 - 12.3.1 permanently retain all of such Additional KPI 4 Deduction;
 - 12.3.2 increase the Maximum Additional Deliverables Sum by the amount of such Additional KPI 4 Deduction; or
 - 12.3.3 increase the Maximum Additional Deliverables Sum by any proportion of such Additional KPI 4 Deduction and permanently retain the remaining proportion of such Additional KPI 4 Deduction,

and the Authority shall notify the Contractor, in writing, of such election and, where appropriate, the relevant Deduction shall be made and retained and/or the Maximum Additional Deliverables Sum shall be increased by the relevant amount in the Contract Month in which the relevant Applicable Deduction is identified.

13 Authority's Additional Remedies for KPI Failure

- 13.1 Where the Contractor has registered a Fail in respect of any KPI in any Monitoring Period and the number of Fails (relating to any combination of the KPIs) is equal to or more than four (4) in any rolling twelve (12) Contract Months, such cumulative Fails shall immediately be a Contractor Default for the purposes of Clause 69 (*Termination for Contractor Default*) and the Authority may (without prejudice to its right to make Deductions in accordance with paragraph 9 (*Deductions for KPIs 1.1 and 1.2 (Right First Time and On Time)*), paragraph 10 (*Deductions for KPIs 2.1 to 2.4*

(*Behaviours*)), paragraph 11 (*Deductions for KPI 3 (Maintenance of Key Personnel)*) or paragraph 12 (*Deductions for KPI 4 (Social Value)*) in respect of the Monitoring Period just ended (and in respect of any previous Monitoring Period)) in its discretion elect:

13.1.1 to terminate the whole or part of this Contract pursuant to Clause 69.2 (*Termination for Contractor Default*); or

13.1.2 not to terminate the whole or part of this Contract and, in such circumstances:

(i) the provisions of paragraph 9 (*Deductions for KPIs 1.1 and 1.2 (Right First Time and On Time)*), paragraph 10 (*Deductions for KPIs 2.1 to 2.4 (Behaviours)*), paragraph 11 (*Deductions for KPI 3 (Maintenance of Key Personnel)*) and/or paragraph 12 (*Deductions for KPI 4 (Social Value)*) shall apply for the purposes of calculating Deductions where the Contractor's performance remains below the relevant required output in future consecutive Monitoring Periods; and

(ii) the Authority may require the Contractor to take such relevant action as the Authority considers reasonable in the circumstances and any failure by the Contractor to carry out and complete such remedial action shall be a Contractor Default for the purposes of Clause 69 (*Termination for Contractor Default*) and the Authority may at its discretion elect to terminate the whole or part of this Contract pursuant to Clause 69.2 (*Termination for Contractor Default*).

13.2 The total Deductions in respect of the relevant Monitoring Period shall be the aggregate of the Deductions which have accrued in respect of the Contractor's performance against each of the KPIs in respect of such Monitoring Period in accordance with this Schedule 6 (*Incentivisation*) and such aggregate Deductions shall be deducted from the relevant Monthly Payment.

14 Reconciliation

14.1 A reconciliation of Deductions that have been made shall be carried out at the Performance Review Meeting to agree the KPI Report prepared in respect of the previous Monitoring Period just ended.

14.2 Any amount which is agreed by the Parties as being due to or from the Authority as a result of the reconciliation carried out pursuant to paragraph 14.1 above shall, subject to paragraph 14.3, be accounted for in the next invoice to be submitted by the Contractor to the Authority.

14.3 Any further Deductions to be made pursuant to the KPI Report considered at the relevant Performance Review Meeting referred to in paragraph 14.1 shall be deducted from any amount payable by the Authority pursuant to paragraph 14.1.

15 Incorrect Reporting

15.1 Subject to paragraphs 15.2 to 15.4 (inclusive) below, the Monthly Performance Report shall be the source of the factual information regarding the performance of the Contractor Deliverables for the relevant Contract Month for the purposes of calculating the relevant Monthly Payment (including in calculating any Deductions and in assessing any other payments that may be due in the relevant Contract Month).

15.2 If there is any error in or omission from the Monthly Performance Report for any Contract Month, the Contractor and the Authority shall agree (through the Performance Review Meeting) the amendment to the Monthly Performance Report or, failing agreement within ten (10) Working Days of notification of the error or omission, either Party may refer the matter to the Dispute Resolution Procedure.

15.3 Without prejudice to Clause 29 of this Contract (*Key Performance Indicators and Monitoring*), where the Contractor:

15.3.1 fails to monitor or accurately report a performance failure (including any failure to register a Fail in respect of any KPI); or

15.3.2 fails to correctly calculate the Monthly Payment due for the relevant Contract Month (including, in calculating any Deductions and/or any other payments due for the relevant Contract Month),

then the Contractor shall, at its own cost and following a request by the Authority, supply the Authority with a copy of all of its records in relation to the recording and monitoring of its performance of the Contractor Deliverables and the calculation of the Monthly Payment on an open book basis and access to all information, processes and computer programs used to calculate the Monthly Payment so that the Authority can inspect and investigate such records. The Contractor shall, upon submission of a valid invoice, pay to the Authority a sum equal to the costs reasonably incurred by the Authority in carrying out any inspection and/or investigation of records made available pursuant to this paragraph 15.3 and/or (at the Authority's option) set-off such sum from the next payment to be made by the Authority to the Contractor pursuant to this Contract.

15.4 In the event that the Authority's inspection or investigation of records made available pursuant to paragraph 15.3 above reveals any further matters of the type referred to in paragraph 15.3 above, those matters shall be dealt with in accordance with paragraph 15.3 (as appropriate). In addition, the Authority shall be entitled to:

15.4.1 make Deductions in respect of any KPIs for which a Fail should have been registered and reported by the Contractor revealed by such inspection or investigation which did not previously attract any or the correct amount of Deduction; and

15.4.2 adjust the Monthly Payment to reflect the amount of the Monthly Payment which should, but for the occurrence of the matters referred to in paragraph 15.3, have been made,

and any such Deductions and/or adjustments shall be made from and/or applied to the Monthly Payment payable in respect of the Contract Month in which the relevant matters were revealed by the Authority's investigations or, to the extent that the Authority is unable to make any further Deductions from and/or adjust the Monthly Payment in respect of that Contract Month, such Deductions may be carried forward and deducted from and/or adjusted in the Monthly Payment due in respect of subsequent Contract Months.

16 Monthly Performance Report

16.1 The Contractor shall provide to the Authority's Representative a draft Monthly Performance Report in accordance with paragraph 5.5 of Schedule 8 (*Governance and Management*). The Monthly Performance Report shall (among other things) report

on the performance and delivery of the Contractor Deliverables in respect of the relevant Monitoring Period.

17 Performance Review Meeting

- 17.1 The draft Monthly Performance Report shall be reviewed as part of the BPSS Monthly Meeting as more particularly referred to in paragraph 5 of Schedule 8 (*Governance and Management*).

18 Feedback to the Contractor and KPIs 2.1 to 2.4

- 18.1 The Contractor's performance in relation to KPIs 2.1 to 2.4 (inclusive) will be monitored through engagement of the Authority Respondents using the Contractor Behaviours Questionnaire (in the form appended at Appendix 4 to this Schedule 6 (*Incentivisation*) (or such other form of questionnaire as the Parties may agree from time to time)).
- 18.2 In order to enable the Authority to determine whether it is entitled to make a Deduction in accordance with paragraphs 7 (*Assessment of KPIs*), 8 (*Impact of KPI Performance*) and 10 (*Deductions for KPIs 2.1 to 2.4 (Behaviours)*) of this Schedule 6 (*Incentivisation*), the Contractor shall distribute via Survey Monkey (or such other method as agreed by the Parties from time to time) the Contractor Behaviours Questionnaire to sixteen (16) persons who will be notified by the Authority to the Contractor's Representative within thirty (30) calendar days of this Contract ("**Authority Respondents**").
- 18.3 The Authority may change any of the persons notified in accordance paragraph 18.2 at any time by giving not less than three (3) Working Days' notice of such change.
- 18.4 The Contractor Behaviours Questionnaire shall contain a number of statements for each KPI and the Authority Respondents will be asked to "Strongly Agree", "Agree", "Disagree" or "Strongly Disagree" with each statement and set out the reasons for their response.
- 18.5 If, when completing a Contractor Behaviours Questionnaire, any of the Authority Respondents consider that there are improvements which should be made by the Contractor in the performance of the Contractor Deliverables with respect to any of the behaviours monitored by KPIs 2.1 to 2.4 (inclusive), then they may identify any potential corrective actions which, from the Authority Respondent's perspective, the Contractor could take to improve such relevant behaviours.
- 18.6 The Contractor shall collate the Contractor Behaviours Questionnaires from the Authority Respondents and summarise the results and such summary shall form part of the KPI Report for the relevant Contract Month and be discussed at the BPSS Monthly Meeting.

19 Feedback to Authority

- 19.1 In order to allow the Authority to obtain feedback on its approach to collaborative working with the Contractor, the Contractor shall distribute via Survey Monkey (or such other method as agreed by the Parties from time to time) an Authority Feedback Questionnaire (in the form set out in Appendix 5 to this Schedule 6 (*Incentivisation*) or such form of questionnaire as the Parties may agree from time to time) sixteen (16) persons who will be notified by the Contractor to the Authority's Representative within thirty (30) calendar days of this Contract ("**Contractor Respondents**").

- 19.2 The Contractor may change any of the persons notified in accordance paragraph 19.1 at any time by giving not less than three (3) Working Days' notice of such change.
- 19.3 The Authority Feedback Questionnaire will have a series of statements and the Contractor Respondents will be asked to "Strongly Agree", "Agree", "Disagree" or "Strongly Disagree" and set out reasons for their response.
- 19.4 Subject to paragraph 19.6, if when completing an Authority Feedback Questionnaires any of the Contractor Respondents consider that there are any improvements which could be made by the Authority, then these shall be highlighted in their feedback and they shall also identify any potential corrective actions which, from the Contractor Respondent's perspective, the Authority could take to improve the relevant behaviour.
- 19.5 The Contractor will collate the Authority Feedback Questionnaires from the Contractor Respondents and summarise the results and such summary shall form part of the Monthly Performance Report for the relevant Contract Month and be reported at the BPSS Monthly Meeting.
- 19.6 The Authority shall not be obliged to implement any of the potential corrective actions suggested by the Contractor Respondents and shall in its sole discretion determine whether the suggested corrective action or any alternative corrective action may be required.

Appendix 1

KPIs

KPI	Description	Monitoring Methodology	Applicable Deduction
Right First Time and On Time			
KPI 1.1	Quality	<p>This KPI will be registered as a:</p> <p>(a) “Pass” where:</p> <ul style="list-style-type: none">(i) all Key Deliverables which are due to be delivered in the relevant Contract Month are delivered in the relevant Contract Month and are determined by the Authority to be delivered in accordance with this Contract; and(ii) 90% or more of the Standard Deliverables which are due to be delivered in the relevant Contract Month are delivered in the relevant Contract Month and are determined by the Authority to be delivered in accordance with this Contract; and(iii) the Contractor has also registered a “Pass” for KPI 1.2 (as described at KPI 1.2 below); or <p>(b) “Fail” where:</p> <ul style="list-style-type: none">(i) any of the Key Deliverables which are due to be delivered in the relevant Contract Month are determined by the Authority to not have been delivered in accordance with this Contract; and/or(ii) 10% or more of the Standard Deliverables which are due to be delivered in the relevant Contract Month are determined by the Authority to not have been delivered in accordance with this Contract; and/or(iii) the Contractor has registered a “Fail” for KPI 1.2 (as described at KPI 1.2 below).	[xxx] of the General Deductible Amount (if there is a “Fail” registered for either or both of KPI 1.1 and KPI 1.2)

KPI 1.2	Time	<p>This KPI will be registered as a:</p> <p>(a) "Pass" where:</p> <ul style="list-style-type: none"> (i) all Key Deliverables which are due to be delivered in the relevant Contract Month have been delivered to the Authority on the relevant date as set out in the Contract Programme for Programmed Contractor Deliverables or such date notified by the Authority to the Contractor from time to time for Unprogrammed Contractor Deliverables (as more particularly described in Clause 9 (<i>Contract Management and Meetings</i>)); and (ii) 90% or more of the Standard Deliverables which are due to be delivered in the relevant Contract Month have been delivered to the Authority on the relevant date as set out in the Contract Programme for Programmed Contractor Deliverables or such date notified by the Authority to the Contractor from time to time for Unprogrammed Contractor Deliverables (as more particularly described in Clause 9 (<i>Contract Management and Meetings</i>)); and (iii) the Contractor has also registered a "Pass" for KPI 1.1 (as described at KPI 1.1 above); or <p>(b) "Fail" where:</p> <ul style="list-style-type: none"> (iv) any Key Deliverables which are due to be delivered in the relevant Contract Month have not been delivered to the Authority on the relevant date as set out in the Contract Programme for Programmed Contractor Deliverables or such date notified by the Authority to the Contractor from time to time for Unprogrammed Contractor Deliverables (as more particularly described in Clause 9 (<i>Contract Management and Meetings</i>)); and/or (v) 10% or more of the Standard Deliverables which are due to be delivered in the relevant Contract Month have not been delivered to the Authority on the relevant date as set out in the Contract Programme for Programmed Contractor Deliverables or such date notified by the Authority to the Contractor from time to time for 	<p>[xxx] of the General Deductible Amount (if there is a "Fail" registered for either or both of KPI 1.1 and KPI 1.2)</p>
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		Unprogrammed Contractor Deliverables (as more particularly described in Clause 9 (<i>Contract Management and Meetings</i>)); and/or (vi) the Contractor has registered a “Fail” for KPI 1.1 (as described at KPI 1.1 above).	
Behaviours			
KPI 2.1	Trust	<p>The relevant KPI will be awarded a:</p> <p>(a) “Pass” where:</p> <p>(i) more than 50% of the Authority Respondents fail to complete the Contractor Behaviours Questionnaire within ten (10) Working Days from distribution of the Contractor Behaviours Questionnaire by the Contractor; or</p> <p>(ii) 50% or more of the Authority Respondents complete the Contractor Behaviours Questionnaire within ten (10) Working Days and where the majority of the responses from the completed questionnaires are recorded as “Strongly Agree” or “Agree” for the relevant KPI.</p> <p>(b) “Fail” where 50% or more of the Authority Respondents complete the Contractor Behaviours Questionnaire within ten (10) Working Days and the majority of the response from the completed questionnaires are recorded as “Disagree” or “Strongly Disagree” for the relevant</p>	[xxx] of the General Deductible Amount
KPI 2.2	Flexibility		[xxx] of the General Deductible Amount
KPI 2.3	Transparency		[xxx] of the General Deductible Amount
KPI 2.4	Integration and Collaboration		[xxx] of the General Deductible Amount
KPI	Description	Monitoring Methodology	KPI 3 Deduction
Maintenance of Key Personnel			
KPI 3	Compliance	This KPI will be scored “Pass” if the Authority determines that the Contractor has complied with Clause 11 (<i>Contractor Related Parties</i>), or, “Fail” if the Authority determines the Contractor has failed to comply with Clause 11 (<i>Contractor Related Parties</i>) for the then relevant Contract Month.	The Additional KPI 3 Deduction

KPI	Description	Monitoring Methodology	KPI 4 Deduction
Social Value			
KPI 4	Health and Wellbeing	<p>The Contractor's Social Value Delivery Plan will be measured on progress against the below Reporting Metrics. These are outlined in the following aggregate percentage measures as representative of all companies in the supply chain under the Contract to have implemented measures to improve the physical and mental health and wellbeing of employees within the reporting period.</p> <ol style="list-style-type: none"> 1. Completion of QinetiQ led brief to all companies in the supply chain under the BPSS Contract embracing the impact of physical and mental health and wellbeing of employees to the overall programme within the reporting period. To be undertaken as part of monthly "all hands brief" meeting(s) open to the entire supply chain to share any common practice as appropriate. In the event that the monthly meeting is cancelled, an email briefing/questionnaire inviting feedback will be submitted. 2. Top-tier suppliers (QinetiQ + Partners) shall provide access to mental health support through mental health first aiders (MHFA) to its respective employees in the BPSS supply chain. Information on how to access this will be presented in the monthly brief as reminder and so new personnel can have access. 3. Top-tier suppliers (QinetiQ + Partners) within the BPSS supply chain to have provided evidence of implemented measures to improve the physical and mental health and wellbeing of its respective employees within the reporting period, as well as evidence of encouraging such practice throughout their respective supply chains. This will become a standing agenda item within each partner's monthly review(s) and recorded within their respective action logs. We would then subsequently evidence these discussions as a standing agenda item in our monthly review with the Authority. <p>The relevant KPI will be awarded a:</p> <p>Good - Pass: 75% or greater reported implementation</p>	The Additional KPI 4 Deduction

		Approaching Target - Fail: Between 50 - 74% reported implementation Requires Improvement - Fail: Between 25 - 50% reported implementation Inadequate – Fail: Less than 25% reported implementation	
--	--	---	--

Appendix 2

Key Deliverables

[xxx]

Appendix 3

Not Used

Appendix 4

Contractor Behaviours Questionnaire

Please place a cross in the box which most closely represents your feelings

1 **TRUST**

- 1.1 The BATCIS Private Sector Support Provider exhibits behaviours that foster a high level of trust between parties.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 1.2 The BATCIS Private Sector Support Provider displays a sense of accountability by owning the consequences of their actions

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

2 **FLEXIBILITY**

- 2.1 The BATCIS Private Sector Support Provider demonstrates a willingness to accommodate change when necessary.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 2.2 The BATCIS Private Sector Support Provider adapts to accommodate evolving requirements that result from adopting an agile development methodology.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 2.3 The BATCIS Private Sector Support Provider is willing to test new ways of working in order to drive efficiencies and benefit for MORPHEUS.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

3 **TRANSPARENCY**

- 3.1 Lines of communication between the Authority and the BATCIS Private Sector Support Provider are clear and well defined.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 3.2 Issues and concerns raised by the BATCIS Private Sector Support Provider are managed at the appropriate level as soon as they arise.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 3.3 The BATCIS Private Sector Support Provider is clearly focused on delivering optimum capability to the end user.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 3.4 The BATCIS Private Sector Support Provider engages with users to incorporate their needs and experience into decision-making processes.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

4 INTEGRATION AND COLLABORATION

- 4.1 There is a clear “One Team” approach between the Authority and the BATCIS Private Sector Support Provider with no lingering “us and them” mentality.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 4.2 The BATCIS Private Sector Support Provider displays behaviours to support the induction of additional partners into the “One Team”.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

Thank you

Appendix 5

Authority Feedback Questionnaire

Please place a cross in the box which most closely represents your feelings

1 **TRUST**

1.1 The Authority exhibits behaviours that foster a high level of trust between parties.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

1.2 The Authority displays a sense of accountability by owning the consequences of their actions.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

2 **FLEXIBILITY**

2.1 The Authority demonstrates a willingness to accommodate change when necessary.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 2.2 The Authority adapts to accommodate evolving requirements that result from adopting an agile development methodology.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 2.3 The Authority is willing to test new ways of working in order to drive efficiencies and benefit for MORPHEUS.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

3 **TRANSPARENCY**

- 3.1 Lines of communication between the Authority and the BATCIS Private Sector Support Provider are clear and well defined.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 3.2 Issues and concerns raised by the Authority are managed at the appropriate level as soon as they arise.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 3.3 The Authority engages with users to incorporate their needs and experience into decision-making processes.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 3.4 The Authority is clearly focused on delivering optimum capability to the end user.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

4 INTEGRATION AND COLLABORATION

- 4.1 There is a clear “One Team” approach between the Authority and the BATCIS Private Sector Support Provider with no lingering “us and them” mentality.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

- 4.2 The Authority displays behaviours to support the induction of additional partners into the “One Team”.

Strongly Agree	Agree	Disagree	Strongly Disagree

Please set out reasons for your response and also, where you see issues in this area, identify any potential corrective actions

--

Thank you

Annex 1

Not used

Schedule 7

Authority Obligations

Part 1 - Purpose and Principles of Authority GFA

1 Purpose

The purpose of this Schedule 7 (*Authority Obligations*) is to set out all of the Authority's obligations in providing GFA for the purposes of this Contract and to identify any Discretionary GFA which the Authority elects to provide to the Contractor.

2 Contract Deliverable/GFA Linkage

2.1 The Authority shall only be responsible for GFA provision (which does not include the provision of any Discretionary GFA) as is specifically incorporated as a GFA obligation in the Table which details Authority GFA obligations for the relevant Contractor Deliverable (as identified in column 4 of such Table and such Table being contained in Part 2 of this Schedule 7 (*Authority Obligations*)) as further described in paragraph 2.2 below.

2.2 Subject to the provisions of paragraph 2.5 (*No Relief etc. Arising from Provision of Discretionary GFA*), failure by the Authority to supply or perform a GFA obligation will only be considered for the purposes of granting relief to the Contractor of any of its obligations under this Contract in respect of the performance of any relevant Contractor Deliverables where the Contractor Deliverable is identified in the Table (contained in Part 2 of this Schedule 7 (*Authority Obligations*)) and where the provision of such GFA obligation is specifically set out in such Table (contained in Part 2 of this Schedule 7 (*Authority Obligations*)); and:

2.2.1 where the Contractor has also fully complied with all of the Contractor's obligations which relate to the relevant GFA obligation:

- (i) as specified in columns 5 and 6 in the Table; and
- (ii) where the Contractor has also fully complied with its obligations in Clause 31 (*Authority Performance Failures*) and paragraph 2.3 (*Contractor Notification of GFA Failure*); and

2.2.2 subject to any limitations relating to the Authority's obligation to provide the relevant GFA obligation:

- (i) as specified in column 7 in the Table; and
- (ii) as specified or referred to in paragraph 2.5 and paragraphs 3.5 to 3.7 (inclusive).

Contractor Notification of GFA Failure

2.3 Without prejudice to the provisions of Clause 31 (*Authority Performance Failures*), the Contractor shall also notify any alleged GFA Failures to the Authority's Representative forthwith following such GFA Failure.

No Double Counting

- 2.4 Where, but for the provisions of this paragraph 2.4, the same matter, event and/or circumstance affects an item, asset and/or service relating to a Contractor Deliverable which is the subject of an element of GFA and which is referred to in (or encompassed within) more than one row in the Table set out in Part 2 of this Schedule 7 (*Authority Obligations*) and, as a result, gives rise to a potential GFA Failure under more than one row in such Table, only one GFA Failure shall be deemed to have occurred in respect of such matter, event and/or circumstance.

No Relief etc. Arising from Provision of Discretionary GFA

- 2.5 The Contractor shall not be relieved from any of its obligations under this Contract which arise directly or indirectly from the provision of Discretionary GFA, the failure to provide Discretionary GFA, the fitness for purpose of Discretionary GFA and/or any other deficiency of and/or circumstance arising from Discretionary GFA nor shall any such matters give rise to any rights or remedies for the Contractor of any kind and the provisions of paragraphs 3.5 to 3.7 (*Provision of Discretionary GFA*) shall apply.

3 Provision by the Authority of GFA and Discretionary GFA

Provision of GFA

- 3.1 The Authority shall supply the relevant element of GFA in accordance with the provisions (and subject to any limitations or special circumstances) specifically set out in any of the columns of the Table (contained in Part 2 of this Schedule 7 (*Authority Obligations*)).
- 3.2 All GFA shall be subject to the provisions of Clause 59 (*Issued Property*).
- 3.3 The Authority shall be responsible for delivery of each item of GFA [xxx]
- 3.4 The Contractor shall return all GFA to the Authority in the manner provided in Clauses 59.14 and 59.15 (*Issued Property*) (as the case may be).

Provision of Discretionary GFA

- 3.5 Where the Authority provides any Discretionary GFA, the provisions of Clauses 31.8 to 31.10 (*Authority Performance Failures*) shall apply and the Authority shall have no liability to the Contractor arising from such provision and/or any requirement by the Authority for the return of any Discretionary GFA.
- 3.6 Any Discretionary GFA provided by the Authority shall be set out in the Table at Part 3 (*Discretionary GFA*) to Schedule 7 (*Authority Obligations*).
- 3.7 When any Discretionary GFA is returned to the Authority, the Table at Part 3 (*Discretionary GFA*) to Schedule 7 (*Authority Obligations*) shall be updated and the Contractor shall provide an updated Table for approval by the Authority. Following the Authority's agreement to such updated Table, both Parties shall sign two copies of such Schedule and each Party shall retain one (1) original signed copy of such updated Table.

4 Special provisions relating to Equipment, Tooling and Test Equipment

- 4.1 All Equipment to be provided by the Authority as identified in the Tables (contained in Part 2 of this Schedule 7 (*Authority Obligations*)) [xxx]
- 4.2 Notwithstanding any other provision of this Contract, the Authority shall not be obliged to provide (and/or procure the provision of), make available, calibrate and/or exchange any items of tooling and/or equipment.

5 Procedures

- 5.1 The Contractor shall:
 - 5.1.1 not do anything that would cause the Authority to be in breach of any of its legal obligations to its employees or Servicemen;
 - 5.1.2 make available to the Authority those Contractor's procedures that may be reasonably applied in relation to the activities to be undertaken by the Authority's employees or Servicemen;
 - 5.1.3 procure that the employees of the Authority and Servicemen and Contractor Personnel are treated equally and fairly;
 - 5.1.4 consider hours of work; and
 - 5.1.5 manage the allocation of engagement with the Servicemen to enable each Serviceman to partake in one period of physical training per week.
- 5.2 The Contractor shall not hold any disciplinary powers over the Authority's employees and/or Servicemen. However if at any time a member of the employees and/or Servicemen of the Authority:
 - 5.2.1 is deemed guilty of any act of misconduct or neglect during the discharge of his/her duties; or
 - 5.2.2 is found guilty of any act of serious misconduct or continual neglect in the discharge of his/her duties or is found to be medically incapable of performing his/her duties (subject to confirmation by the Authority of such medical incapacity),

then the Contractor shall notify the Authority immediately of the matters alleged to have occurred as identified in paragraphs 5.2.1 to 5.2.2 and shall include in any such notice details of the proposed action that the Contractor reasonably considers necessary to deal with any issue relevant to the continued performance of the Contractor Deliverables arising from such matters. On receipt of the notice, the Authority will consider the Contractor's proposals and supporting evidence and take such action as it reasonably considers necessary to rectify the alleged issue. Any action to replace any employees of the Authority and/or Servicemen will be at the Authority's discretion.
- 5.3 In the event of any industrial action involving Contractor Personnel and/or its Sub-Contractors, the Contractor shall ensure that no employees of the Authority and/or Servicemen are engaged in additional activities which would normally have been carried out by the Contractor Personnel who are involved in the industrial action, unless otherwise agreed in advance by the Authority.

- 5.4 The Contractor agrees and acknowledges that its direction and management of the employees of the Authority and Servicemen (for which the Contractor is or becomes responsible, including, without limitation, the output of such persons whilst under such direction and management) shall not have the effect of transferring from the Authority to the Contractor the Authority's rights, duties, powers, liabilities and obligations in respect of any contract of employment or other relationship which exists within the Authority in relation to the employees of the Authority and Servicemen.

6 Provision of Authority Personnel

- 6.1 The Authority shall:

- 6.1.1 in response to a local, national or global emergency, reserve the right to remove the employees of the Authority and Servicemen at any time and accept that such reduction may result in a GFA Failure;
- 6.1.2 not be (and the Contractor shall be) responsible for ensuring that all attendance time (as logged on any Contractor time recording system) is recorded by the Contractor.

Part 2 – GFA Provision linked to the Contractor Deliverables

This Table details the Authority obligations to provide GFA in support of the Contractor's obligation to provide the identified Contractor Deliverables

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
1	Government furnished equipment	[xxx]	1.1, 1.1.2 and 10.7	Contract Period	Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access. Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA	Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel

1	2	3	4	5	6	7
No	GFA Type	Description	Relevant Contractor Deliverable potentially impacted by non-GFA provision	Duration and Notice (for the relevant GFA item)	Additional Contractor Obligations relating to GFA	Authority Limitations
2	Government furnished equipment	[xxx]	1.2.1 and 1.2.2	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	<p>There are limitations on number of end user licences that the Authority can have.</p> <p>Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel</p>

1	2	3	4	5	6	7
No	GFA Type	Description	Relevant Contractor Deliverable potentially impacted by non-GFA provision	Duration and Notice (for the relevant GFA item)	Additional Contractor Obligations relating to GFA	Authority Limitations
3	Government furnished equipment	[xxx]	1.1.1, 1.2.1 and 1.2.2	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	<p>There are limitations on number of end user licences that the Authority can have.</p> <p>Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel</p>

1	2	3	4	5	6	7
No	GFA Type	Description	Relevant Contractor Deliverable potentially impacted by non-GFA provision	Duration and Notice (for the relevant GFA item)	Additional Contractor Obligations relating to GFA	Authority Limitations
5	Government Furnished Equipment	[xxx]	All Deliverables	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	

1 No	2 GFA Type	3 Description	4 Relevant Contractor Deliverable potentially impacted by non-GFA provision	5 Duration and Notice (for the relevant GFA item)	6 Additional Contractor Obligations relating to GFA	7 Authority Limitations
6	Government furnished equipment	[xxx]	8.1, 11.6.2 and 11.6.3	Contract Period	<p>Contractor to ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor to ensure that Contractor Personnel follow any user instructions required to use the GFA</p>	<p>There are limitations on number of end user licences that the Authority can have.</p> <p>Authority must ensure it has the relevant right to be able to grant licences to the Contractor Personnel</p>

Part 3 – Discretionary GFA

This Table details the Discretionary GFA which the Authority elects to provide to the Contractor

1 No	2 GFA Discretionary	3 Description	4 Date Authority agrees to provide Discretionary GFA	5 Duration (for each item commencing after the relevant date specified in column 4)	6 No risk to the Authority
1	Government Furnished Equipment	<p>Authority to provide MODNET Laptops and ancillaries. Initial Provision to circa 40 laptops.</p> <p>Contractor shall ensure that Authority is provided with adequate notice prior to the Contractor Personnel requiring this GFA. Such notice will include the relevant details as required by the Authority to enable the Authority to grant such access.</p> <p>Contractor shall ensure that Contractor Personnel follow any user instructions required to use the GFA.</p>	In line with agreed Contractor mobilisation plan.	Contract Period	The provisions of Part 1 of this Schedule 7 (<i>Authority Obligations</i>) and Clauses 31.8 to 31.10 (<i>Authority Performance Failures</i>) shall apply to the provision of all items of Discretionary GFA and all such Discretionary GFA provided by the Authority is at the sole risk of the Contractor.
2	Government Furnished Equipment	<p>Authority to provide available desk space in [xxx]</p> <p>The Contractor will need to comply with local desk booking policy and complete any required mandatory training.</p>	From Contract Award	Contract Period	

Annex 1

Not Used

Schedule 8

Governance and Management

Part 1 - Governance and Management Framework

1 Purpose and QDC Reporting

Purpose

- 1.1 The purpose of this Schedule 8 (*Governance and Management*) is to set out the structures and processes that the Authority and the Contractor will use in order to manage this Contract to ensure delivery of the Contractor Deliverables and all the other obligations of the Contractor under this Contract. The Parties acknowledge their respective obligations set out in the Project Charter.

QDC Reporting

- 1.2 In addition to the reports that the Contractor is required to provide in accordance with paragraphs 4 (BPSS Weekly Report), 5 (Monthly Performance Report), 6 (Annual Performance Report) and 7 (Ad-Hoc Project Report) of this Schedule 8 (*Governance and Management*), the Contractor shall provide the reports referred to in Clauses 19.2 to 19.6 (inclusive) (*QDC Reporting*) in accordance with Clauses 19.2 to 19.6 (*QDC Reporting*).

2 Authority's Governance Structure

- 2.1 [xxx]

3 Routine Lines of Communication

- 3.1 The BPSS Project Manager will be the day to day point of contact for the Contractor and, as such, the Contractor shall communicate with the BPSS Project Manager unless otherwise stipulated in this Contract.
- 3.2 The Parties may agree to waive the requirement detailed in paragraph 3.1 (*Routine Lines of Communication*) from time to time in writing.

4 BPSS Weekly Meeting and Report

- 4.1 The BPSS Project Manager is responsible for managing and reviewing the Contractor's performance of its obligations and the delivery of the Contractor Deliverables pursuant to this Contract through (amongst other things) the BPSS Weekly Meeting, which the BPSS Project Manager shall chair.
- 4.2 [xxx]
- 4.3 The BPSS Weekly Meeting shall consist of representatives of the Authority and the Contractor together with such other persons that either Party reasonably considers are appropriate to consider particular issues arising in relation to this Contract from time to time.
- 4.4 The BPSS Weekly Meeting shall be held on a day and time agreed from time to time by the Parties and, if the Parties fail to agree, on the Tuesday of the relevant week at 2pm.

- 4.5 The BPSS Weekly Meeting shall review the matters in the BPSS Weekly Report and any other business either Party wishes to raise and shall last no longer than 2 hours.
- 4.6 The Contractor shall provide to the BPSS Project Manager the BPSS Weekly Report no less than one (1) Working Day in advance of the BPSS Weekly Meeting.
- 4.7 The BPSS Weekly Report shall detail the Contractor's performance of its obligations and the delivery of the Contractor Deliverables pursuant to this Contract by providing information on:
- 4.7.1 the day-to-day management of this Contract with the aim of ensuring that the Contractor performs and delivers within the agreed boundaries of performance, quality, cost and time;
 - 4.7.2 any resource constraints;
 - 4.7.3 any resource movements;
 - 4.7.4 any relationship matters;
 - 4.7.5 any Contractor or Authority requests for a Change and, subject to receipt of any required Authority internal approvals to such Change following due compliance with the procedures set out in Schedule 11 (*Change Procedure*); and
 - 4.7.6 any other matters, risks, threats or issues or impediments required to be notified to the Authority in relation to the Contractor Deliverables (including in relation to behaviours).
- 4.8 The Contractor shall minute the BPSS Weekly Meeting and shall distribute such minutes and a record of decisions and actions to the Authority for agreement or subsequent amendment within two (2) Working Days of the review to the BPSS Project Manager. The BPSS Project Manager shall incorporate such amendments and distribute the agreed minutes to all other attendees at the review within two (2) Working Days after receipt of the draft minutes from the Contractor.

5 BPSS Monthly Meeting and Monthly Performance Report

- 5.1 The BPSS Monthly Meeting will be co-chaired by the MORPHEUS Programme manager and the Contractor's equivalent representative.
- 5.2 [xxx]
- 5.3 The BPSS Monthly Meeting shall consist of the Authority's Representatives and the Contractor's Representatives together with such other persons that either Party reasonably considers are appropriate to consider particular issues arising in relation to this Contract from time to time.
- 5.4 The BPSS Monthly Meeting shall be held in each Contract Month on a day and time as agreed between the Parties and, where the Parties cannot agree a date in any Contract Month, at 2pm on the day which is the tenth (10th) Working Day following the commencement of the then relevant Contract Month.
- 5.5 The Contractor shall provide to the Authority's Representative a draft Monthly Performance Report (including the content specified in paragraphs 5.9 and 6.2 of this

Schedule 8 (*Governance and Management*) (as the case may be)) no later than five (5) Working Days after the end of each Contract Month and, following receipt by the Authority's Representative of the relevant Monthly Performance Report, the Contractor shall provide to the Authority any additional reasonable substantiating evidence as may be required by the Authority relating to the relevant Contract Month, with a view to, without prejudice to paragraph 15 (*Incorrect Reporting*) of Schedule 6 (*Incentivisation*), agreeing the contents of the Monthly Performance Report for the relevant Contract Month at the relevant BPSS Monthly Meeting (or, in any event, as soon as reasonably practicable after such meeting) so as to enable the Contractor to submit its then proposed Monthly Performance Report to the Authority (whether or not agreed at the relevant time) with the relevant form under Clause 20 (*Payment Under CP&F*).

- 5.6 The BPSS Monthly Meeting shall review the matters in the Monthly Performance Report and any other business and shall last no longer than three (3) hours.
- 5.7 The Contractor shall minute the BPSS Monthly Meeting and shall distribute such minutes and a record of decisions and actions for agreement or subsequent amendment within five (5) Working Days of the meeting to the BPSS Project Manager. The BPSS Project Manager shall incorporate such amendments and distribute the agreed minutes to all other attendees at the meeting within ten (10) Working Days after receipt of the draft minutes from the Contractor.
- 5.8 Failure to agree the Monthly Performance Report shall not prejudice the Contractor's rights to submit the same in accordance with Clause 20 (*Payment Under CP&F*) and/or the Authority's rights under Clause 24 (*Disputed Amounts*) in respect of any disputed amounts.
- 5.9 The Monthly Performance Report shall, as a minimum, detail the Contractor's performance of its obligations and the delivery of the Contractor Deliverables pursuant to this Contract and shall, subject to paragraph 6.2 (*BPSS Annual Project Review and Annual Performance Report*) be divided into two parts which provide information on, in respect of the previous Contract Month, as follows:
 - 5.9.1 in Part 1: Monitoring Information
 - (i) overall management of this Contract with the aim of ensuring that the Contractor delivers within the agreed boundaries of performance, quality, cost and time;
 - (ii) any Contractor or Authority requests for a Change and, subject to receipt of any required Authority internal approvals to such Change, following due compliance with the procedures set out in Schedule 11 (*Change Procedure*);
 - (iii) the KPI Report (detailing the performance by the Contractor against each of the KPIs and identifying whether the Contractor has met or has failed to meet the required outputs together with the background data from which the KPI Report has been drawn);
 - (iv) the Deductions to be levied in respect of the relevant Contract Month in accordance with paragraphs 7 to 11 (inclusive) (*Incentivisation*) and Schedule 9 (*Pricing and Payment*), including any other adjustments made pursuant to the mechanism for making Deductions;

- (v) the Monthly Payment proposed to be payable in respect of the relevant Contract Month and the Authority's determination as to the level of Accepted Costs;
- (vi) progress against the Contract Programme ,identifying the status of each project within the MORPHEUS Programme and including details of project outcomes, project concerns and progress on cost, time and performance;
- (vii) Milestones met and details of Milestones that were due to be performed in the Contract Month just ended which the Contractor has failed to meet;
- (viii) the Authority's performance of Authority Obligations under Schedule 7 (*Authority Obligations*);
- (ix) the Contractor's advice note or Recovery Plan where its performance has fallen below the relevant required output;
- (x) the status of any outstanding actions from the last Monthly Performance Report, minutes from the last BPSS Monthly Meeting or the associated record of decisions and actions;
- (xi) any disputes which are to be resolved in line with the procedures mutually agreed before the award of this Contract;
- (xii) any risks, issues, assumptions, dependencies, opportunities and constraints in connection with the project; and
- (xiii) any other matter reasonably required by the Authority in relation to the Contractor Deliverables.

5.9.2 in Part 2: Service Delivery Information

- (i) Monthly Dashboard Report;
- (ii) Risk Report or such other risk reporting tool as the Authority may use from time to time;
- (iii) Chief Engineering Report (an update on engineering progress during the relevant Contract Month in connection with all identified activities/projects) forming part of the Contractor Deliverables;
- (iv) relationship status;
- (v) any proposals and/or opportunities that the Contractor wishes to raise with the Authority to offer added value and/or other benefits to the overall programme or individual projects and, if of interest to the Authority, may later form part of a future Contractor Change Notice;
- (vi) a description of any complaints and/or comments made in relation to the performance of the Contractor Deliverables; and

- (vii) any other matters, risks, threats, issues or impediments required to be notified to the Authority in relation to the Contractor Deliverables (including in relation to behaviours).

6 BPSS Annual Meeting and Annual Performance Report

- 6.1 The BPSS Monthly Meeting which reviews the activities in the Contract Month which is the twelfth (12th) Contract Month after the Effective Date and each anniversary of such date shall review the same matters as set out in paragraph 5 (*BPSS Monthly Meeting and Monthly Performance Report*) and shall also review the Contractor's performance of the Contractor Deliverables for the preceding twelve (12) Contract Months and be known as the BPSS Annual Meeting.
- 6.2 The Monthly Performance Report relating to the Contract Month which is the twelfth (12th) Contract Month after the Effective Date and each anniversary of such date shall include, in addition to the requirements for Part 1 and Part 2 (as detailed at paragraph 5 (*BPSS Monthly Meeting and Monthly Performance Report*), in a new Part 3:
 - 6.2.1 the KPI results for the proceeding twelve (12) Contract Months;
 - 6.2.2 a recommendation as to whether any of the KPIs should be amended and, if so, the proposed Monitoring Methodology;
 - 6.2.3 any Milestones which have been achieved in the last twelve (12) Contract Months;
 - 6.2.4 the relationship status; and
 - 6.2.5 any other matters, risks, threats or issues or impediments required to be notified to the Authority in relation to the Contractor Deliverables (including in relation to behaviours),

and shall be known as the Annual Performance Report.

7 BPSS Ad-Hoc Project Meeting and Ad-Hoc Project Report

- 7.1 Without prejudice to paragraphs 4 (*BPSS Weekly Meeting and Report*), 5 (*BPSS Monthly Meeting and Monthly Performance Report*) and 6 (*BPSS Annual Meeting and Annual Performance Report*), the Authority may require a BPSS Ad-Hoc Project Meeting.
- 7.2 The Authority shall notify the Contractor in the event it determines there to be a critical problem in need of address to maintain the Contract Programme and/or delivery of the Contractor Deliverables or otherwise.
- 7.3 In the event of a BPSS Ad-Hoc Project Meeting being required pursuant to paragraph 7.2 (*BPSS Ad-Hoc Project Meeting and Ad-Hoc Project Report*) the Authority shall notify the Contractor of the time, location and format of such review and notify the Contractor if it is to produce an Ad-Hoc Project Report and, if so, the contents required from such report.
- 7.4 The Contractor shall minute the BPSS Ad-Hoc Project Meeting and shall distribute such minutes and a record of decisions and actions for agreement or subsequent amendment within two (2) Working Days of the review to the BPSS Project Manager. The BPSS Project Manager shall incorporate such amendments and distribute the

agreed minutes to all other attendees at the review within five (5) Working Days after receipt of the draft minutes from the Contractor.

Appendix 1

Not Used

Part 2 – Authority’s Representatives and Contractor’s Representatives

Part A – Summary of References to Authority’s Representative

“Authority’s Representatives” means the persons referred to in Clause 87.5 (Authority’s Representatives);

“Representatives” means the Authority’s Representatives or the Contractor’s Representatives (as appropriate);

Clause	Reference/Context	Representative
5.2.10	gather, collate and provide such information and co-operation as the Authority’s Representative may reasonably request for the purposes of ascertaining the Contractor’s compliance with its obligations under this Contract	Commercial Officer
9.3	Any Contract Programme submitted in accordance with the provisions set out below shall be prepared in accordance with Good Industry Practice and shall be in sufficient detail so as to enable the Authority’s Representative to monitor (as a minimum), the Contractor’s progress against the delivery of the Programmed Contractor Deliverables (including the proposed timing for and carrying out and completion of Acceptance) in respect of the relevant Programmed Contractor Deliverable, as contemplated in Schedule 4 (Assurance and Acceptance Process) and progress against any other important dates relating to any other Contractor Deliverables, in each case including its or their interface with the Authority’s obligations set out in Schedule 7 (Authority Obligations) and/or its or their impact on any contract with any Third Party entered into (or proposed to be entered into) by the Authority and/or any procurements being undertaken by or on behalf of the Authority in connection with this Contract, the MORPHEUS Programme and/or the MORPHEUS System	BPSS Project Manager
9.5	The Contractor shall promptly submit to the Authority’s Representative a copy of any version of the Contract Programme varied in accordance with this Clause 9 (Compliance with the Contract Programme).	BPSS Project Manager

9.6	If it appears to the Authority's Representative at any time that the actual progress of the delivery of the whole or any part of the Programmed Contractor Deliverables has fallen behind the Contract Programme or the Contract Programme is otherwise delayed, then the Authority's Representative shall be entitled to require the Contractor to submit to the Authority's Representative a report identifying the reasons for the delay and, unless the event causing the delay is still subsisting and it is not possible to predict with any certainty when the delay might come to an end, require the Contractor (at the Authority's option)	BPSS Project Manager
9.6.1	to produce and submit to the Authority's Representative for approval a revised Contract Programme showing the manner and the periods in which the Programmed Contractor Deliverables and all other relevant matters concerning other Contractor Deliverables will be carried out to ensure Acceptance of each such Programmed Contractor Deliverable by the corresponding Review Date for that Contractor Deliverable in the Contract Programme and the due and timely performance of all other Contractor Deliverables	BPSS Project Manager
9.6.2	to produce and submit to the Authority's Representative for approval a revised Contract Programme showing the steps which are to be taken to eliminate or reduce the delay	BPSS Project Manager
9.7	The Contractor shall notify the Authority's Representative if at any time the actual progress of the whole or any part of the Contractor Deliverables is significantly ahead of the Contract Programme so that the Contractor anticipates	BPSS Project Manager
9.8	If the Contractor notifies the Authority's Representative pursuant to Clause 9.7 (Compliance with the Contract Programme) that the actual progress of the whole or any part of the Contractor Deliverables is significantly ahead of the Contract Programme, the Authority's Representative shall be entitled to require the Contractor to produce and submit to the Authority's Representative for approval a revised Contract Programme showing the manner and the periods in which the Contractor Deliverables will be carried out and what the revised anticipated dates for Submission Dates and/or Review Dates would be to enable the Authority to consider (in its absolute discretion)	BPSS Project Manager
9.10	The Authority's Representative shall notify the Contractor if at any time during the performance and delivery of the whole or any part of the Contractor Deliverables there is any proposal to	BPSS Project Manager

9.11	The Contractor shall, (notwithstanding paragraphs 4.1.2 and 5.1.1 of Schedule 11 (Change Procedure)) within five (5) Working Days (or such longer period as is agreed between the Parties) of receipt of the Authority Change Notice issued in accordance with Clause 9.10, acting reasonably and having regard to all relevant circumstances provide the Authority's Representative with an Estimate, such Estimate to include (without prejudice and in addition to the requirements of paragraph 5.2 of Schedule 11 (Change Procedure)) a revised Contract Programme and full details of the anticipated impact of such proposal on the Contractor's obligations under this Contract, including details of the likely impact of such proposal to enable the Authority's Representative to consider (in its absolute discretion) whether to agree to such proposal	BPSS Project Manager
9.12	The provisions of paragraphs 6 to 10 (inclusive) of Schedule 11 (Change Procedure) shall apply in relation to the progression of the proposed Authority Change arising as a result of the provisions of Clauses 9.10 and 9.11, provided always that the provisions of paragraph 6.2 of Schedule 11 (Change Procedure) shall be construed such that the Contractor shall (without the requirement for the Authority to issue a modified Authority Change Notice) be required to make such amendments to the Estimate as are required to reflect any discussions undertaken and/or agreements reached by the Parties pursuant to paragraph 6.1 of Schedule 11 (Change Procedure) and provide such amended Estimate to the Authority's Representative within such time period as the Authority's Representative shall reasonably specify having regard to all relevant circumstances, including	Commercial Officer
11.6.1	The Contractor shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless requested to do so by the Authority's Representative	Commercial Officer
11.6.4	(in any case) the Contractor has obtained the prior written consent of the Authority's Representative (which he shall be entitled to withhold in his absolute discretion) in respect of any proposed replacement	Commercial Officer
11.6	and where the Contractor fails to comply with the provisions of this Clause 11.6 then, without prejudice to the provisions of Clause 48.10 (Personnel Security), the Authority's Representative shall be entitled	Commercial Officer

11.6(ii)	to issue a notice to the Contractor requiring compliance with the provisions of Clauses 11.3 to 11.7 (inclusive) (including, in particular, Clause 11.6.4) in respect of the removal and/or any proposed replacement of such Key Personnel and where the Contractor fails to comply with the provisions of Clauses 11.3 to 11.7 (inclusive) following receipt of such notice from the Authority's Representative, such continued non-compliance shall be deemed to be a Persistent Breach in respect of which (and notwithstanding limb (c) of the definition of Persistent Breach) the Authority's Representative shall be entitled to issue further and additional Warning Notices in respect of each subsequent twenty (20) Working Day period (commencing on the date of the issue of the initial notice) during which such continued non-compliance persists	Commercial Officer
17.2	Where the Contractor (and/or any Sub-Contractor) proposes to change a Sub-Contractor, engage an additional Sub-Contractor, change, modify, vary and/or extend a current Sub-Contract and/or let an additional Sub-Contract, the Contractor shall, without prejudice to and in addition to its obligations under Clauses 17.7 and 17.8 (Competition in Sub-Contracts), submit to the Authority's Representative its proposed plan for the work to be performed or for the supplies to be provided under that Sub-Contract (or proposed Sub-Contract (as the case may be)), including, in the case of an additional Sub-Contract, information about the proposed Sub-Contractor equivalent to the information the Contractor is required to provide under Clause 17.4 (Competition in Sub-Contracts). Where the Sub-Contract is intended to be placed on a fixed or firm price basis agreed at the outset following single tender action the plan shall be that information submitted in support of the Contractor's price proposals and referenced in a contract pricing statement	Commercial Officer
17.3	Where the Sub-Contracting Plan identified a requirement to compete, the Sub-Contracting Plan should identify each sub-system, package of work, service and/or purchase of components and/or raw materials etc. [xxx] under that Sub-Contract (or proposed Sub-Contract (as the case may be)) (each a "Tender Requirement"). The Contractor shall provide to the Authority's Representative details of the approximate value of each Tender Requirement, together with the proposed list of tenderers involved in each case and information about each of the proposed tenderers equivalent to the information the Contractor is required to provide under Clause 17.4 (Competition in Sub-Contracts), for approval before any Sub-Contract is entered into by the Contractor and/or any Sub-Contractor (as the case may be) and/or any order or orders are issued by the Contractor and/or any Sub-Contractor (as the case may be). Within ten (10) Working	Commercial Officer

	Days of receipt of this element of the plan, or as otherwise agreed, the Authority's Representative will notify the Contractor whether there are any special circumstances which might require, for example, the employment of a wider or narrower field of tenderers or for the Authority to oversee the conduct of the competitive tender and to approve the selection of the Sub-Contractor concerned.	
17.5	Within twenty (20) Working Days of receipt of the information referred to in Clause 17.4 (Competition in Sub-Contracts) or Clause 17.8 (Competition in Sub-Contracts), or as otherwise agreed, the Authority's Representative will advise whether the Contractor's proposals are accepted. Where the proposals are not accepted, further consultation will take place so as to enable the Contractor to elaborate further but in the event of continued disagreement, the Authority's decision on whether the relevant sub-system, package of work, service and/or purchase of components and/or raw materials etc. is to be placed with a Sub-Contractor shall be final. The Authority's Representative will also notify the Contractor whether and in what manner it wishes to be associated with the pricing of the Sub-Contract or order.	Commercial Officer
18.4	Where this Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the risk register for this Contract and in the risk management plan for this Contract, with appropriate review points. Where there is no requirement under this Contract for a risk management plan the Contractor shall submit this information to the Authority's Representative.	Commercial Officer
18.16	For a period of up to two (2) years from the end of the Contract Period however extended in accordance with the terms of this Contract, and in response to a specific request by the Authority's Representative, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 18.13 or 18.14 (Contractor obligation to provide information) of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.	Commercial Officer

28.3	<p>The Contractor is responsible for the determination of VAT liability. The Contractor is to consult its client relationship manager or the HMRC enquiries desk (and not the Authority's Representative) in cases of doubt. The Contractor shall notify the Authority's Representative of the Authority's VAT liability under this Contract and any changes to it within twenty (20) Working Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority's Representative may require the Contractor to obtain and pass to the Authority a formal opinion from HMRC. The Contractor shall promptly comply with any such Authority requirement. Where the Contractor obtains an opinion from HMRC, it shall supply a copy to the Authority within three (3) Working Days of receiving such opinion unless it proposes to challenge such opinion. Where the Contractor challenges such opinion it shall supply to the Authority a copy of the final opinions issued by HMRC on completion of the challenge within three (3) Working Days of receiving such opinion.</p>	Commercial Officer
28.7	<p>Should HMRC assess that the Contractor has incorrectly determined the VAT liability, in accordance with Clause 28.2(VAT), the Authority will pay the VAT assessed by HMRC or the Contractor shall credit any VAT paid by the Authority over and above the HMRC assessment (as applicable). In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment and/or penalties directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Working Days of a written request from the Authority's Representative for such correspondence.</p>	Commercial Officer
29.2	<p>Without prejudice to Schedule 9 (Pricing and Payment), Schedule 6 (Incentivisation) and Schedule 8 (Governance and Management), the Authority, the Authority's Representative and any agents or consultants of the Authority (such agents and consultants to be subject to the Contractor's consent, not to be unreasonably withheld or delayed) may, between the hours of 8:30 am to 17:30 pm on any Monday to Friday (which is a Working Day (under limb (a) of that definition) and with reasonable prior notice (having regard to any co-location working which the Contractor hereby confirms will require a short notice period of no more than one (1) hour), undertake inspection of any of the Contractor Deliverables, and make any audit or check of any aspect of the Contractor's performance of this Contract as required by the Authority or where the same</p>	Commercial Officer

	shall have been requested by the National Audit Office. The Contractor shall promptly provide all reasonable co-operation in relation to any inspection, audit or check.	
31.8	If the Contractor requests that the Authority provide to the Contractor any Discretionary GFA, it shall do so by written notice to the Authority's Representative and any such notice shall	Commercial Officer
31.9	The Authority's Representative may (but shall not be obliged to) consider any Contractor notice issued in accordance with Clause 31.8 (Discretionary GFA). If the Authority's Representative does consider such notice, he may (but shall not be obliged to) respond to the Contractor by an Authority notice to be issued to the Contractor at any time following receipt of the relevant Contractor notice, such Authority notice (if issued by the Authority's Representative) shall	Commercial Officer
31.9.1	require further information relating to the subject matter of the notice and/or invite the Contractor to discuss the proposal further at a time and place convenient to the Authority's Representative	Commercial Officer
31.11	Notwithstanding any agreement between the Parties as to the period during which the Contractor and/or any Sub-Contractor may have use of any Discretionary GFA, the Authority's Representative may require any Discretionary GFA to be returned to the Authority or delivered to any Third Party at any place within the United Kingdom by notice in writing to the Contractor's Representative and the Contractor shall return or deliver such Discretionary GFA in accordance with any requirements set out in the notice and within three (3) Working Days of receipt of such notice (and the provisions of Clause 59.14 (Issued Property) shall apply to the return of the Discretionary GFA).	Commercial Officer
36.3	If Clause 36.1 (Grounds for Step-In) applies and the Authority wishes to take action, the Authority's Representative shall notify (the "Step-In Notice") the Contractor's Representative in writing of the following	Commercial Officer
36.6	The Authority's Representative shall provide the Contractor's Representative with reasonable notice of the Authority's intention to cease the performance of the Required Action ("Step-Out") and the date on which it intends to do so.	Commercial Officer

40.1.3	provide the Financial Management Information to the Authority's Representative	Commercial Officer
49.1	The Contractor shall, and shall procure that each Sub-Contractor shall, notify the Authority's Representative immediately it becomes aware that an Employee or an accompanied emergency reactive worker pursuant to Clause 48.8 (Admission to Authority Sites and/or Other Contractor's Premises) has breached Clause 47 (Security – Secret Matters) and/or Clause 48 (Personnel Security).	Commercial Officer
49.2	The Contractor shall, and shall procure that its Sub-Contractors shall, give reasonable assistance to the Authority's Representative and/or any other representative or adviser of the Authority for the purposes of carrying out any investigation that the Authority undertakes (acting reasonably).	Commercial Officer
51.2.7	not without the written consent of the Authority's Representative erect any temporary structure.	Commercial Officer
52.5	[xxx]	BPSS Project Manager
56.12	If Special Jigs, Tools Etc. are required for the production of MLP, the Contractor shall obtain written approval from the Authority's Representative before providing them.	Commercial Officer
57.9	Any SDS to be provided in accordance with this Clause 57 (Supply of Hazard Data), including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 57.3 and 57.4.1 (Supply of Hazard Data), any information arising from the provisions of Clauses 57.8 and 57.8 (Supply of Hazard Data) and the completed DEFFORM 68, shall be sent directly to the Authority's Representative as soon as practicable, and no later than one (1) month prior to the delivery of the relevant Articles, Mixtures or Substances.	Commercial Officer
58.1	Unless otherwise agreed by the Parties, delivery of Articles shall occur upon the Articles being handed over by the Contractor to the Authority or to the Authority's Representative at the then relevant address in the United Kingdom that the Authority has notified the Contractor (such address as may change from time to time following notification (by any means) by the Authority to the Contractor).	Commercial Officer
59.14	The Contractor shall at least once in every two (2) Contract Months forward a list of Issued Property which is in its possession but which is no longer required by the Contractor for	BPSS Project Manager

	<p>the provision of the Contractor Deliverables, to the Authority's Representative. The Authority's Representative shall, within two (2) Contract Months from receipt of the relevant list notify the Contractor of a place or places within the United Kingdom where the Contractor should deliver such Issued Property. Where the Authority has notified such delivery instructions, the Contractor shall comply with such instructions as soon as is reasonably practicable, ensuring that appropriate packaging (having due regard to the nature of the relevant Issued Property) is utilised. Where there is no such notification, the Contractor shall request (in writing) the Authority for delivery instructions and shall repeat such request at least once weekly thereafter until such delivery instructions are notified to the Contractor by the Authority. Following receipt of such delivery instructions the Contractor shall deliver the relevant Issued Property to the Authority (in each case ensuring appropriate packaging (having due regard to the nature of the relevant Issued Property)) is utilised.</p>	
59.15	<p>Without prejudice to Clause 59.14 (Accounting and Return of Issued Property), on completion or termination of this Contract, the Contractor shall forward a list of Issued Property still held to the Authority's Representative. Return or disposal of such Issued Property will be as specified in this Contract, or as instructed by the Authority on completion or termination of this Contract. If no disposal instructions are specified in this Contract the Authority shall provide such instructions within two (2) months of the Contractor's written request to do so.</p>	BPSS Project Manager
63.7.4	<p>forward the list to the Authority's Representative following first Article acceptance and prior to transfer of Special Jigs, Tools Etc. to the Public Store Account</p>	BPSS Project Manager
76.1	<p>Other than the changes permitted in accordance with Schedule 10 (Task Order Approval Process), amendments to this Contract may not be made except by the written agreement of the duly authorised Representatives of the Parties in accordance with Clause 75 (Change) and, where applicable, Schedule 11 (Change Procedure), provided always that any such amendments shall come into force only when the Contractor has issued:</p>	Commercial Officer
87.1	<p>Except as provided otherwise under this Contract, any reference to the Authority and the Contractor in respect of:</p> <ul style="list-style-type: none"> the giving of consent; 	Commercial Officer

	<ul style="list-style-type: none">• the delivering of any notices; or• the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the relevant Party, <p>shall be deemed to be references to the Authority's Representatives and the Contractor's Representatives (respectively) in accordance with this Clause 87 (Representatives).</p>	
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Schedule 1 – Definitions

Definition	Reference/Context	Representative
"Task Order"	Task Order 1 and, in respect of a Task Order Proposal, an order issued by the Authority's Representative confirming that the Contractor is required to perform the Proposed Additional Contractor Deliverables in accordance with an approved Task Order Proposal	Commercial Officer

Schedule 4 – Assurance and Acceptance Process

Paragraph	Reference/Context	Representative
Part 1 – General Procedure		
1.4.1	the Contractor shall or shall procure that the relevant Programmed Contractor Deliverable or Unprogrammed Contractor Deliverable (“Relevant Deliverable”) together with any other information required by the Authority in accordance with the Assurance and Acceptance Process, is provided to the Authority's Representative on or prior to the Submission Date (and the Contractor acknowledges that the Authority may notify the Contractor from time to time (in writing or orally during a Performance Review Meeting) the Submission Date for any Relevant Deliverable which is an Unprogrammed Contract Deliverable)	BPSS Project Manager
1.4.2	after the Review Period has commenced and on or prior to the Review Date (and the Contractor acknowledges that the Authority may notify the Contractor from time to time (in writing or orally during a Performance Review Meeting) the Review Date for any Relevant Deliverable which is an Unprogrammed Contract Deliverable), the Authority's Representative shall notify the Contractor (in writing) whether it has any comments or objections in relation to the Relevant Deliverable	BPSS Project Manager
1.5	If the Authority's Representative intends to raise comments and/or raise objections and/or raises comments on or objects to any Relevant Deliverable, he shall state the reasons for (and shall provide such evidence or other information as may be reasonably necessary to substantiate) such comments or objections	BPSS Project Manager
1.6.1	a Review shall not (unless otherwise agreed in writing by the Authority's Representative) take place if the Entry Criteria in respect of that Review has not been satisfied	BPSS Project Manager
1.6.2	the Review Period shall not (unless otherwise agreed in writing by the Authority's Representative) commence until receipt by the Authority's Representative of the Relevant Deliverable together with any other further information required by the Authority in accordance with this Assurance and Acceptance Process	BPSS Project Manager

2.1	The Contractor shall submit any further or other information, data, documents and/or items that the Authority's Representative reasonably requires in relation to any Review to be conducted under this Schedule 4 (Assurance and Acceptance Process).	BPSS Project Manager
2.2	If the Contractor does not submit any such information, data, documents and/or items, the Authority's Representative shall be entitled to	BPSS Project Manager
3.1.1	any Relevant Deliverable (and/or any further information, data, documents and/or items submitted as part of the Entry Criteria for that Review) in respect of which the Authority's Representative has confirmed that it does not have any comments or objections shall	BPSS Project Manager
3.1.2	if the Authority's Representative raises comments or objections in relation to a Relevant Deliverable (and/or in relation to any further information, data, documents and/or items submitted as part of the Entry Criteria for that Review) but notwithstanding such comments or objections the Authority's Representative (in his absolute discretion) is satisfied that the Exit Criteria for that Review can be considered to have been achieved	BPSS Project Manager
3.1.2(i)	to the extent that such comments or objections do not require the Contractor to undertake further or additional activities and re-submit the Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the Entry Criteria for that Review) to the Authority for further review prior to complying with and/or proceeding on the basis of and/or undertaking such further and/or additional activities in respect of (as the case may be) such Relevant Deliverable, comply with and/or proceed on the basis of and/or undertake such further and/or additional activities in respect of (as the case may be) such Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) after amendment and/or adjustment (as the case may be) in accordance with the comments or objections of the Authority's Representative and such Relevant Deliverable should only be considered for Acceptance in accordance with paragraph 6 (Acceptance) when the Relevant Deliverable has been amended and/or updated (as the case may be) and reissued by the Contractor to the Authority	BPSS Project Manager
3.1.2(ii)(B)	undertake such further or additional activities as are necessary to address each of the comments and/or objections of the Authority's Representative	BPSS Project Manager

3.1.2(ii)(C)	re-submit the Relevant Deliverable and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review (as amended and specifically identifying the amendments, adjustments and/or changes made to such Relevant Deliverable (and/or such information, data, documents and/or items) to address the comments or objections raised by the Authority's Representative) to the Authority's Representative within such period and in the manner as the Authority's Representative shall specify at the time of issuing such comments or objections to the Contractor or as otherwise specified at the relevant Review	BPSS Project Manager
3.1.2(ii)(C)2)	the Authority's Representative has further comments and/or objections in relation to such amendments, adjustments and/or changes (and/or any failure by the Contractor to make such amendments, adjustments and/or changes as would be reasonably required to address such comments and/or objections of the Authority's Representative) when the Relevant Deliverable (and/or any such information, data, documents and/or items submitted as part of the Entry Criteria for the relevant Review) is re-submitted	BPSS Project Manager
3.1.2(ii)(C)	then such Relevant Deliverable (and such information, data, documents and/or items) shall be deemed to be required to be submitted as part of any subsequent Review as may be notified by the Authority's Representative	BPSS Project Manager
3.1.2(iii)	if the Contractor does not accept the comments or objections of the Authority's Representative (and the Parties are otherwise unable to agree such matter), refer the matter for determination in accordance with the Dispute Resolution Procedure (and the Contractor shall not act on and/or proceed on the basis of the Relevant Deliverable and/or such information, data, documents) until such matter is so determined in accordance with this paragraph 3.1.2(iii) or otherwise agreed in writing)	BPSS Project Manager
3.2.1	if the Authority's Representative raises comments or objections in relation to a Relevant Deliverable (and/or any information, data, documents and/or items submitted as part of the Entry Criteria for that Review), the Contractor shall	BPSS Project Manager
3.2.1(i)(B)	undertake such further or additional activities as are necessary to address each of the comments and/or objections of the Authority's Representative	BPSS Project Manager

3.2.1(i)(C)	re-submit the Relevant Deliverable (and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review) as amended and specifically identifying the amendments, adjustments and/or changes made to such Relevant Deliverable (and/or such information, data, documents and/or items) to address the comments or objections raised by the Authority's Representative for the Subsequent Review	BPSS Project Manager
3.2.1(ii)	if it does not accept the comments or objections of the Authority's Representative (and the Parties are otherwise unable to agree such matter), refer the matter for determination in accordance with the Dispute Resolution Procedure and the Contractor shall not act on and/or proceed on the basis of the Relevant Deliverable and/or such information, data, documents and/or items submitted as part of the Entry Criteria for that Review until such matter is so determined in accordance with this paragraph 3.2.1(ii) or otherwise agreed in writing	BPSS Project Manager
3.2.2	the Authority's Representative shall notify the Contractor of a further date for the Subsequent Review at which the Review in question shall be repeated and such date shall be deemed to be the Review Date for that Subsequent Review	BPSS Project Manager
3.2.3	the items required for that Subsequent Review shall be the Relevant Deliverable together with any additional information, data, documents and/or items referred to in (and/or as the Authority's Representative may require) pursuant to paragraph 2.1 above	BPSS Project Manager
3.3	Confirmation by the Authority's Representative that it has no comments and/or objections shall mean that the Relevant Deliverable may be used or implemented (or the Contractor may proceed on the basis of that Relevant Deliverable) for the purposes for which it is intended but, save to the extent expressly stated in this Contract, such confirmation shall not otherwise relieve the Contractor of its obligations under this Contract nor is it an acknowledgement by the Authority that the Contractor has complied with such obligations	BPSS Project Manager
4.1	The Contractor shall issue each Relevant Deliverable to the Authority's Representative in a format required by the Authority as notified by the Authority from time to time	BPSS Project Manager
4.2	The Contractor shall compile and maintain a register of the date of receipt and content of all Relevant Deliverables that are returned by the Authority's Representative	BPSS Project Manager

5.2	If, having received comments or objections from the Authority's Representative, the Contractor considers that compliance with those comments or objections would amount to an Authority Change, the Contractor shall, before complying with the comments or objections, notify the Authority of the same and, if it is agreed by the Parties or determined pursuant to the Dispute Resolution Procedure that an Authority Change would arise if the comments or objections were complied with, the Authority may, if it wishes, implement the Authority Change and it shall be dealt with in accordance with Schedule 11 (Change Procedure).	BPSS Project Manager
5.3	Any failure by the Contractor to notify the Authority that it considers compliance with any comments or objections of the Authority's Representative would amount to an Authority Change shall constitute an irrevocable acceptance by the Contractor that any compliance with the Authority's comments or objections shall be without cost to the Authority and without any further relief for the Contractor.	BPSS Project Manager
Part 2 – Entry Criteria and Exit Criteria		
1.1	The receipt by the Authority's Representative of the Relevant Deliverable (together with any additional information required by the Authority and notified to the Contractor prior to such Submission Date) at a level of maturity that can be reasonably be expected to be achieved by the Contractor at the then relevant stage of the Assurance Process.	BPSS Project Manager
2.1.1	the Authority's Representative is satisfied that the Contractor has developed the Relevant Deliverable to an appropriate level of maturity on or prior to the Submission Date and where the Authority has received all information it has requested from the Contractor in accordance with paragraph 2 (Further Information) of Part 1 of Schedule 4 (Assurance and Acceptance Process)	BPSS Project Manager
2.1.2	the Authority's Representative has confirmed to the Contractor that it has no comments and/or objections in relation to the Relevant Deliverable	BPSS Project Manager
2.1.3	the Authority's Representative, having raised comments and/or objections in accordance with Part 1 of this Schedule 4 (Assurance and Acceptance Process), is satisfied that the	BPSS Project Manager

	Relevant Deliverable has been reviewed, amended, developed, modified and/or updated (as necessary) to address such comments and/or objections	
2.1.4	subject to and in accordance with paragraph 3.1.2 of Part 1 of this Schedule 4 (Assurance and Acceptance Process), the Authority's Representative is satisfied that the Exit Criteria for the relevant Review can be considered to have been achieved	BPSS Project Manager

Schedule 6 – Incentivisation

Paragraph	Reference/Context	Representative
4.1.2	any Contractor Deliverables which are Standard Deliverables (as more particularly described in paragraph 4.2 (Key Deliverables and Standard Deliverables)) which become Key Deliverables following the Authority's Representative notifying the Contractor, from time to time in writing at the Monthly Project Review or at any other time during the performance and delivery of the whole or any part of this Contract, that such Standard Deliverables shall be Key Deliverables in respect of any subsequent Contract Months	Commercial Officer
5.1	The Contractor shall monitor and record performance against all KPIs for the relevant Monitoring Periods and shall (as part of the Monthly Performance Report), in accordance with paragraph 5.5 of Schedule 8 (Governance and Management), provide the Authority's Representative with a report in respect of the Contractor's performance against KPIs 1.1, 1.2 and 3 for each Contract Month and KPIs 2.1 to 2.4 and KPI 4 for each Quarter Month (a "KPI Report").	Commercial Officer and BPSS Project Manager
5.3	Where the Contractor has fully complied with its obligations in paragraph 5.1 of this Schedule 6 (Incentivisation) and paragraph 4.5 of Schedule 8 (Governance and Management) and where the Authority's Representative does not notify the Contractor that it disputes the content of the KPI Report before the Invoice Date, the KPI Report shall, subject to paragraph 6 (Assessment of KPIs) and paragraph 15 (Incorrect Reporting), be deemed accepted and the Contractor shall reflect any Deductions in the next invoice it submits to the Authority under this Contract.	Commercial Officer and BPSS Project Manager
5.4	The Authority's Representative may, without prejudice to Clause 29 (Key Performance Indicators and Performance Monitoring), undertake routine checks and random verification audits of any KPI Report and the Contractor shall provide all information, documents or records as may reasonably be requested by the Authority's Representative to support any such activity	Commercial Officer and BPSS Project Manager
16.1	The Contractor shall provide to the Authority's Representative a draft Monthly Performance Report in accordance with paragraph 5.5 of Schedule 8 (Governance and	BPSS Project Manager

	Management). The Monthly Performance Report shall (among other things) report on the performance and delivery of the Contractor Deliverables in respect of the relevant Monitoring Period.	
19.1	In order to allow the Authority to obtain feedback on its approach to collaborative working with the Contractor, the Contractor shall distribute via Survey Monkey (or such other method as agreed by the Parties from time to time) an Authority Feedback Questionnaire (in the form set out in Appendix 5 to this Schedule 6 (<i>Incentivisation</i>) or such form of questionnaire as the Parties may agree from time to time) sixteen (16) persons who will be notified by the Contractor to the Authority's Representative within thirty (30) calendar days of this Contract (" Contractor Respondents ").	Commercial Officer

Schedule 7 – Authority Obligations

Paragraph	Reference/Context	Representative
Part 1 - Purpose and Principles of Authority GFA		
2.3	Without prejudice to the provisions of Clause 31 (Authority Performance Failures), the Contractor shall also notify any alleged GFA Failures to the Authority's Representative forthwith following such GFA Failure	Commercial Officer

Schedule 8 – Governance and Management

Paragraph	Reference/Context	Representative
5.5	The Contractor shall provide to the Authority's Representative a draft Monthly Performance Report (including the content specified in paragraphs 5.9 and 6.2 of this Schedule 8 (Governance and Management) (as the case may be)) no later than five (5) Working Days after the end of each Contract Month and, following receipt by the Authority's Representative of the relevant Monthly Performance Report, the Contractor shall provide to the Authority any additional reasonable substantiating evidence as may be required by the Authority relating to the relevant Contract Month, with a view to, without prejudice to paragraph 14 of Schedule 6 (Incentivisation), agreeing the contents of the Monthly Performance Report for the relevant Contract Month at the relevant BPSS Monthly Meeting (or, in any event, as soon as reasonably practicable after such meeting) so as to enable the Contractor to submit its then proposed Monthly Performance Report to the Authority (whether or not agreed at the relevant time) with the relevant form under Clause 20 (Payment Under CP&F).	Commercial Officer and BPSS Project Manager

Schedule 9 – Pricing and Payment

[xxx]

Schedule 10 – Task Order Approval Process

Paragraph	Reference/Context	Representative
2.1	The Contractor shall, subject to paragraph 2.2.1, within fifteen (15) Working Days (or such other period as is agreed by the Parties) following the issue by the Authority's Representative to the Contractor of a Task Order Request, submit to the Authority's Representative a Task Order Proposal in respect of the applicable Task Order Request, containing, as a minimum, the information set out in paragraph 2.2	Commercial Officer
2.2.1	where the proposed Task Order Request is likely to give rise to any of the matters referred to in paragraph 2.5 of Part 1 of Schedule 9 (Pricing and Payment), which in the Contractor's opinion may require the Task Order Proposal to be the subject of a Change in accordance with Schedule 11 (Change Procedure), reasonable details of such matters and, notwithstanding the time period for providing the Task Order Proposal as set out in paragraph 2.1 the Contractor shall notify the Authority of the matters referred to in this paragraph 2.2.1 within three (3) Working Days following the issue by the Authority's Representative to the Contractor of the relevant Task Order Request	Commercial Officer
2.2.2	details of the Contractor's proposed methodology for the performance of the relevant proposed Additional Contractor Deliverables, including evidence to demonstrate to the Authority's Representative that the Contractor will be able to perform the Proposed Additional Contractor Deliverables in the manner (including as to timing) required by the Authority in the applicable Task Order Request without any impact on the Contractor's ability to perform all the other Contractor Deliverables and the matters referred to in paragraph 2.2.5(ii)	Commercial Officer
2.2.14	any other information the Contractor believes may be relevant and any other information requested by the Authority's Representative from time to time	Commercial Officer
3.1	Following receipt of a Task Order Proposal issued in accordance with paragraph 2 (Preparation of Task Order Proposals), the Authority's Representative shall be entitled to request any reasonable additional information and/or reasonable assistance (as the case may be) from the Contractor which the Authority's Representative considers appropriate	Commercial Officer

	to enable it to decide whether to approve the relevant Task Order Proposal and the Contractor shall provide such information and/or assistance (as the case may be) within three (3) Working Days (or such longer period as may be agreed between the Parties) of receipt of the relevant request for such further information and/or assistance (as the case may be).	
3.3	As soon as reasonably practicable following the later of the submission to the Authority's Representative of a Task Order Proposal and the receipt by the Authority's Representative of any additional information requested by the Authority's Representative pursuant to paragraph 3.1 in respect of such Task Order Proposal, the Authority's Representative shall notify the Contractor (in writing) whether the Authority	Commercial Officer
3.3.3	requires the Contractor to review and/or amend the whole or any part of the relevant Task Order Proposal to address any comments and/or concerns of the Authority's Representative and the provisions of paragraph 3.4 shall apply following the receipt by the Contractor of such comments and/or concerns	Commercial Officer
3.3	provided always that notwithstanding the foregoing provisions of this paragraph 3.3, the Authority's Representative may, at any time after receipt of the notice referred to in paragraph 2.2.1, notify the Contractor (in writing) that the Authority intends to issue an Authority Change Notice in relation to the Task Order Request that is the subject of such notice and not proceed with the Task Order Proposal	Commercial Officer
3.4	The Contractor shall, as soon as reasonably practicable following receipt of the comments and/or concerns from the Authority's Representative referred to in paragraph 3.3.3 review and/or amend (as applicable) such Task Order Proposal and re-submit such amended Task Order Proposal (addressing each of the comments and/or concerns raised by the Authority's Representative) to the Authority's Representative for approval pursuant to paragraph 2.1 (Preparation of Task Order Proposals) and the remaining provisions of paragraph 2 (Preparation of Task Order Proposals) and this paragraph 3 (Approval of Task Order Proposals) shall apply (mutatis mutandis) to the review and amendment of such re-submitted Task Order Proposal (and any subsequent re-submission of such re-submitted Task Order Proposal) as if such re-submitted Task Order Proposal was the Task Order Proposal initially submitted by the Contractor pursuant to paragraph 2.1 (Preparation of Task Order Proposals) and reference to the	Commercial Officer

	<p>“Task Order Request” in paragraph 2.1 (Preparation of Task Order Proposals) is a reference to such notice containing the comments and/or concerns of the Authority’s Representative.</p>	
4.1	<p>The Contractor acknowledges that any costs and/or expenses incurred by the Contractor in the preparation and/or progression of any Task Order Proposal (including the provision of any additional information and/or assistance requested by the Authority’s Representative pursuant to paragraph 3.1 (Approval of Task Order Proposals), any review and/or amendment of any Task Order Proposal pursuant to paragraph 3 (Approval of Task Order Proposals) and/or in relation to the agreement and/or determination of any new Unit Rate in accordance with paragraphs 4 to 6 (inclusive) of Part 2 of Schedule 9 (Pricing and Payment)) have been taken into account in determining (and shall form part of) the Task Order 1 Firm Price and the Contractor shall not be entitled to any additional payment of whatever nature (including as part of any Task Order 1 Adjustment Firm Price) arising out of or in connection with such preparation and/or progression of any Task Order Proposal (including where the Authority rejects any Task Order Proposal pursuant to paragraph 3.3.4 (Approval of Task Order Proposals)).</p>	Commercial Officer

Schedule 11 – Change Procedure

Paragraph	Reference/Context	Representative
8.1	As soon as reasonably practicable after the contents of the Estimate have been agreed or otherwise determined pursuant to the Dispute Resolution Procedure, the Authority's Representative shall	Commercial Officer
11.5	If the Authority's Representative wishes to proceed with the Contractor Change Notice (with or without modification), the Authority's Representative shall confirm such intention by notice in writing to the Contractor and the Parties shall enter into any documents which are necessary to give effect to the change as contemplated in paragraph 5.1 (Contractor's Estimate).	Commercial Officer

Schedule 14 – IPR

Paragraph	Reference/Context	Representative
3.3	The Contractor shall not use Authority Background IPR or Vesting IPR for any purpose other than those specified in paragraphs 3.1 and 3.2 without the prior written consent of the Authority's Representative, which, if given, will include conditions attaching to such wider use. The Contractor shall not do anything or act in any way which will prejudice the rights of ownership by the Crown or the Authority of any Authority Background IPR or Vesting IPR	Commercial Officer
5.1	The Contractor shall promptly notify the Authority's Representative whenever the Contractor or any of its Sub-Contractors requires use of any:	Commercial Officer
5.5	If, after the exercise of reasonable endeavours by the Contractor, a licence as set out in paragraph 5.4.2 is not available, the Contractor shall procure the grant to the Authority of a licence of that Third Party IPR on the best available terms closest to those set out in paragraph 5.4.2 and consult with the Authority's Representative prior to the grant of that licence on the terms of the licence and whether any such Third Party IPR, or any equivalent Third Party IPR which is acceptable to the Contractor on technical grounds and will not be detrimental to the Contractor's ability to undertake and perform the Contractor Deliverables in accordance with the terms of this Contract or disproportionately increase the Contractor's costs is available, on better terms in order to mitigate the effect of such a licence.	Commercial Officer
9.3.2	that arises from the use of Contractor Background IPR or Third Party IPR by the Authority otherwise than in accordance with the terms of this Contract and any applicable licence or sub-licence conditions provided that these have been notified to the Authority's Representative on the grant of the applicable licences or sub-licence	Commercial Officer
9.9.3	not settle or compromise any claim without the Authority's Representative's prior written consent (such consent not to be unreasonably withheld or delayed).	Commercial Officer

9.12	If a claim, demand or action for infringement or alleged infringement of any IPR is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor may at its own expense and subject to the consent of the Authority's Representative (such consent not to be unreasonably withheld or delayed) either	Commercial Officer
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Schedule 17 – Exit Plan

Paragraph	Reference/Context	Representative
5.2	The Contractor shall, within ten (10) Working Days (or such other period as is agreed by the Parties) following the issue by the Authority's Representative to the Contractor of a Transition Plan Request, submit to the Authority's Representative a Transition Plan containing, as a minimum, the time required to prepare the Transition Plan and execute the Transition Plan, any impact the Transition Plan may have on the MORPHEUS Programme, the Contract Programme or any Milestones, any risks or dependencies relating to the Transition Plan and the knowledge and information transferred to the Authority and/or third party	Commercial Officer

Schedule 25 – Security Conditions

Paragraph	Reference/Context	Representative
10.1	The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE information to the Authority's Representative.	BPSS Project Manager
10.2	[xxx]	BPSS Project Manager

Part B – Summary of References to Contractor's Representative

“Contractor’s Representatives”

means the persons referred to in Clause 87.2 (Contractor’s Representatives)

Clause	Reference/Context	Representative
31.11	Notwithstanding any agreement between the Parties as to the period during which the Contractor and/or any Sub-Contractor may have use of any Discretionary GFA, the Authority’s Representative may require any Discretionary GFA to be returned to the Authority or delivered to any Third Party at any place within the United Kingdom by notice in writing to the Contractor’s Representative and the Contractor shall return or deliver such Discretionary GFA in accordance with any requirements set out in the notice and within three (3) Working Days of receipt of such notice (and the provisions of Clause 59.14 (Issued Property) shall apply to the return of the Discretionary GFA).	Primary Contact: Delivery Director Secondary Contact: Commercial Manger
36.3	If Clause 36.1 (Grounds for Step-In) applies and the Authority wishes to take action, the Authority’s Representative shall notify (the “Step-In Notice”) the Contractor’s Representative in writing of the following	Primary Contact: Delivery Director Secondary Contact: Commercial Manger
36.6	The Authority’s Representative shall provide the Contractor’s Representative with reasonable notice of the Authority’s intention to cease the performance of the Required Action (“Step-Out”) and the date on which it intends to do so.	Primary Contact: Delivery Director Secondary Contact: Commercial Manger
48.10.2	if such person, in the Authority's or Other Contractor's (as the case may be) opinion, represents a risk to themselves and/or an Authority Related Party and/or any other Third Party and/or property and the Authority has given written notice to the Contractor's Representative to this effect	Primary Contact: Delivery Director Secondary Contact: Commercial Manger

48.10.3	if the Authority and/or Other Contractor has reasonable grounds for considering that the presence or conduct of such person at the Authority Site and/or such Other Contractor's Premises (as the case may be) is undesirable and the Authority and/or Other Contractor has given written notice to the Contractor's Representative to this effect	Primary Contact: Delivery Director Secondary Contact: Commercial Manger
76.1	Other than the changes permitted in accordance with Schedule 10 (Task Order Approval Process), amendments to this Contract may not be made except by the written agreement of the duly authorised Representatives of the Parties in accordance with Clause 75 (Change) and, where applicable, Schedule 11 (Change Procedure), provided always that any such amendments shall come into force only when the Contractor has issued:	Primary Contact: Delivery Director Secondary Contact: Commercial Manger

Schedule 6 – Incentivisation

Paragraph	Reference/Context	Representative
18.2	In order to enable the Authority to determine whether it is entitled to make a Deduction in accordance with paragraphs 7 (<i>Assessment of KPIs</i>), 8 (<i>Impact of KPI Performance</i>) and 10 (<i>Deductions for KPIs 2.1 to 2.4 (Behaviours)</i>) of this Schedule 6 (<i>Incentivisation</i>), the Contractor shall distribute via Survey Monkey (or such other method as agreed by the Parties from time to time) the Contractor Behaviours Questionnaire to sixteen (16) persons who will be notified by the Authority to the Contractor's Representative within thirty (30) calendar days of this Contract (" Authority Respondents ").	Primary Contact: Delivery Director Secondary Contact: Commercial Manger

Schedule 9 – Pricing and Payment

[xxx]

Schedule 14 – Change Procedure

Paragraph	Reference/Context	Representative
9.5.2	that arises from the use of Authority Background IPR by the Contractor otherwise than in accordance with the terms of this Contract and any applicable licence or sub-licence conditions provided that these have been notified to the Contractor's Representative on the grant of the applicable licences or sub-licence;	Primary Contact: Delivery Director Secondary Contact: Commercial Manger

Schedule 9

[xxx]

Schedule 10

Task Order Approval Process

1 Purpose

- 1.1 The purpose of this Schedule is to confirm when the Contractor will prepare Task Order Proposals for approval by the Authority in respect of Task Order 1.

2 Preparation of Task Order Proposals

- 2.1 The Contractor shall, subject to paragraph 2.2.1, within fifteen (15) Working Days (or such other period as is agreed by the Parties) following the issue by the Authority's Representative to the Contractor of a Task Order Request, submit to the Authority's Representative a Task Order Proposal in respect of the applicable Task Order Request, containing, as a minimum, the information set out in paragraph 2.2.

- 2.2 Each Task Order Proposal issued pursuant to paragraph 2.1 shall set out (in the form of the Task Order Proposal Template) the Contractor's detailed proposals in connection with the Proposed Additional Contractor Deliverables, including:

2.2.1 where the proposed Task Order Request is likely to give rise to any of the matters referred to in paragraph **Error! Reference source not found.** of Part 1 of Schedule 9 (*Pricing and Payment*), which in the Contractor's opinion may require the Task Order Proposal to be the subject of a Change in accordance with Schedule 11 (*Change Procedure*), reasonable details of such matters and, notwithstanding the time period for providing the Task Order Proposal as set out in paragraph 2.1 the Contractor shall notify the Authority of the matters referred to in this paragraph 2.2.1 within three (3) Working Days following the issue by the Authority's Representative to the Contractor of the relevant Task Order Request;

2.2.2 details of the Contractor's proposed methodology for the performance of the relevant proposed Additional Contractor Deliverables, including evidence to demonstrate to the Authority's Representative that the Contractor will be able to perform the Proposed Additional Contractor Deliverables in the manner (including as to timing) required by the Authority in the applicable Task Order Request without any impact on the Contractor's ability to perform all the other Contractor Deliverables and the matters referred to in paragraph 2.2.5(ii);

2.2.3 (where appropriate), the proposed programme for undertaking the Proposed Additional Contractor Deliverables;

2.2.4 the proposed Task Order 1 Adjustment Firm Price for the performance of the relevant Proposed Additional Contractor Deliverables, together with full details as to how such Task Order 1 Adjustment Firm Price has been calculated (based on Unit Rates and the Price List);

2.2.5 the:

- (i) extent to which the Statement of Requirements will require to be adjusted and the proposed amendments to be made to the Statement of Requirements (subject always to the provisions of

paragraph **Error! Reference source not found.** of Part 1 of Schedule 9 (*Pricing and Payment*));

- (ii) extent to which Schedule 3 (*Contractor's Proposals*) will require to be adjusted and the proposed amendments to be made to Schedule 3 (*Contractor's Proposals*);
- (iii) extent to which the Contract Programme will require to be adjusted and the proposed amendments to be made to the Contract Programme (subject always to the provisions of paragraph **Error! Reference source not found.** of Part 1 of Schedule 9 (*Pricing and Payment*));
- (iv) Not Used.
- (v) extent to which the Milestones and/or the Milestone Payments Schedule for Task Order 1 would alter as a result of the commencement of the relevant Active Task Order (including the proposed revised Milestone Payments Schedule applicable to the performance of such Proposed Additional Contractor Deliverables); and
- (vi) amount by which the overall Contract Price will increase or decrease (as the case may be) and the revised total Contract Price payable by the Authority, assuming the full and proper delivery of the Contractor Deliverables (including the Additional Contractor Deliverables which are the subject of the relevant Task Order Proposal) for the duration of the Contract Period (including all of the Contract Price paid prior to the date of the relevant Task Order Proposal), together with supporting evidence demonstrating that the approval of the Task Order Proposal will not result in the Maximum Contract Price being exceeded (taking into consideration of all payments in respect of the Contract Price made at the date of the relevant Task Order Proposal and all future payments in respect of the Contract Price (including those arising from the approval of the relevant Task Order Proposal));

- 2.2.6 whether the Contractor reasonably believes that the whole or part of the Proposed Additional Contractor Deliverables requires the agreement of a new Unit Rate because there is no analogous Unit Rate upon which to price such whole or part of such Proposed Additional Contractor Deliverables, together with supporting evidence;
- 2.2.7 details of the Contractor's Key Personnel responsible for the performance of the Proposed Additional Contractor Deliverables (including details of any additional Contractor's Key Personnel responsible for the performance of the relevant Proposed Additional Contractor Deliverables);
- 2.2.8 details of any Sub-Contractors proposed to be appointed to perform the whole or any part of the relevant Proposed Additional Contractor Deliverables, together with details of the relevant part of the Proposed Additional Contractor Deliverables to be performed by such Sub-Contractor;

- 2.2.9 details of the Employees responsible for the performance of the whole or the relevant part of the Proposed Additional Contractor Deliverables, together with details of the relevant part of the Proposed Additional Contractor Deliverables to be performed by such Employees;
- 2.2.10 any access reasonably required by the Contractor to any Authority Site, and/or Other Contractor's Premises in order to perform the relevant Proposed Additional Contractor Deliverables, together with any key timelines impacting on costs if such access is not provided;
- 2.2.11 details of any proposed efficiency (and the proposed value of such efficiency) which the Contractor reasonably considers will be generated through the implementation and/or proper performance of the Proposed Additional Contractor Deliverables;
- 2.2.12 details of any additional Necessary Consents (and/or amendments to any existing Necessary Consents) necessary for the performance of the Proposed Additional Contractor Deliverables;
- 2.2.13 details of the proposed Assurance and Acceptance Process for the review, approval, assurance and/or Acceptance of the Proposed Additional Contractor Deliverables; and
- 2.2.14 any other information the Contractor believes may be relevant and any other information requested by the Authority's Representative from time to time.

3 Approval of Task Order Proposals

- 3.1 Following receipt of a Task Order Proposal issued in accordance with paragraph 2 (*Preparation of Task Order Proposals*), the Authority's Representative shall be entitled to request any reasonable additional information and/or reasonable assistance (as the case may be) from the Contractor which the Authority's Representative considers appropriate to enable it to decide whether to approve the relevant Task Order Proposal and the Contractor shall provide such information and/or assistance (as the case may be) within three (3) Working Days (or such longer period as may be agreed between the Parties) of receipt of the relevant request for such further information and/or assistance (as the case may be).
- 3.2 In deciding whether to approve a Task Order Proposal, the Authority shall be entitled to take into account all relevant factors which it considers would affect whether the relevant Task Order Proposal is acceptable, including whether:
 - 3.2.1 the performance by the Contractor of the Proposed Additional Contractor Deliverables in the manner contemplated by the relevant Task Order Proposal is, in the sole opinion of the Authority, affordable and/or offers value for money;
 - 3.2.2 the Task Order Proposal, in the sole opinion of the Authority, has been prepared in accordance with (and contains all of the information required by) this Schedule 10 (*Task Order Approval Process*) or otherwise to enable the Authority to approve the relevant Task Order Proposal;
 - 3.2.3 the potential impact of the implementation of the Task Order Proposal would, in the sole opinion of the Authority, adversely affect the Contractor's

ability to continue to perform any of the Contractor Deliverables and/or its other obligations under this Contract;

- 3.2.4 in the sole opinion of the Authority, any of the matters set out in paragraph **Error! Reference source not found.** of Part 1 of Schedule 9 (*Pricing and Payment*) would arise, requiring the proposed adjustment to Task Order 1 to be the subject of a Change pursuant to Schedule 11 (*Change Procedure*);
 - 3.2.5 the potential impact of the implementation of the Task Order Proposal would, in the sole opinion of the Authority, adversely impact on the business and/or activities of the Authority (including, without limitation, any of the Authority's statutory duties) and/or adversely impact on the EvO Contract and/or any MORPHEUS Contract; and/or
 - 3.2.6 the implementation of the Task Order Proposal would breach any Legislation and/or any wider government strategy and/or government policy.
- 3.3 As soon as reasonably practicable following the later of the submission to the Authority's Representative of a Task Order Proposal and the receipt by the Authority's Representative of any additional information requested by the Authority's Representative pursuant to paragraph 3.1 in respect of such Task Order Proposal, the Authority's Representative shall notify the Contractor (in writing) whether the Authority:
- 3.3.1 is of the view that the Task Order Request should be the subject of an Authority Change Notice or considers that the implementation of the Task Order Proposal may result in the Maximum Contract Price being exceeded;
 - 3.3.2 approves the Task Order Proposal or changes to the Task Order 1 Firm Price (as a result of the Authority accepting the Task Order Adjustment Firm Price), the relevant Milestones and the Milestone Payments Schedule and the incorporation of the Proposed Additional Deliverables into the relevant parts of Schedule 2 (*Statement of Requirements*) and Schedule 3 (*Contractor's Proposals*), whereupon the Authority shall issue a Task Order and the Contractor shall carry out the Proposed Additional Contractor Deliverables as part of the Contractor Deliverables in accordance with the terms of the approved Task Order Proposal;
 - 3.3.3 requires the Contractor to review and/or amend the whole or any part of the relevant Task Order Proposal to address any comments and/or concerns of the Authority's Representative and the provisions of paragraph 3.4 shall apply following the receipt by the Contractor of such comments and/or concerns; or
 - 3.3.4 rejects the Task Order Proposal, in which case the Task Order Request shall be deemed to have been withdrawn,

provided always that notwithstanding the foregoing provisions of this paragraph 3.3, the Authority's Representative may, at any time after receipt of the notice referred to in paragraph 2.2.1, notify the Contractor (in writing) that the Authority intends to issue an Authority Change Notice in relation to the Task Order Request that is the subject of such notice and not proceed with the Task Order Proposal.

- 3.4 The Contractor shall, as soon as reasonably practicable following receipt of the comments and/or concerns from the Authority's Representative referred to in paragraph 3.3.3 review and/or amend (as applicable) such Task Order Proposal and re-submit such amended Task Order Proposal (addressing each of the comments and/or concerns raised by the Authority's Representative) to the Authority's Representative for approval pursuant to paragraph 2.1 (*Preparation of Task Order Proposals*) and the remaining provisions of paragraph 2 (*Preparation of Task Order Proposals*) and this paragraph 3 (*Approval of Task Order Proposals*) shall apply (mutatis mutandis) to the review and amendment of such re-submitted Task Order Proposal (and any subsequent re-submission of such re-submitted Task Order Proposal) as if such re-submitted Task Order Proposal was the Task Order Proposal initially submitted by the Contractor pursuant to paragraph 2.1 (*Preparation of Task Order Proposals*) and reference to the "Task Order Request" in paragraph 2.1 (*Preparation of Task Order Proposals*) is a reference to such notice containing the comments and/or concerns of the Authority's Representative.

4 General provisions relating to Task Order Proposals and Task Orders

- 4.1 The Contractor acknowledges that any costs and/or expenses incurred by the Contractor in the preparation and/or progression of any Task Order Proposal (including the provision of any additional information and/or assistance requested by the Authority's Representative pursuant to paragraph 3.1 (*Approval of Task Order Proposals*), any review and/or amendment of any Task Order Proposal pursuant to paragraph 3 (*Approval of Task Order Proposals*) and/or in relation to the agreement and/or determination of any new Unit Rate in accordance with paragraphs **Error! Reference source not found.** to **Error! Reference source not found.** (inclusive) of Part 2 of Schedule 9 (*Pricing and Payment*)) have been taken into account in determining (and shall form part of) the Task Order 1 Firm Price and the Contractor shall not be entitled to any additional payment of whatever nature (including as part of any Task Order 1 Adjustment Firm Price) arising out of or in connection with such preparation and/or progression of any Task Order Proposal (including where the Authority rejects any Task Order Proposal pursuant to paragraph 3.3.4 (*Approval of Task Order Proposals*)).
- 4.2 The Authority shall provide and/or make available to the Contractor such information and/or assistance as may be reasonably required by the Contractor to enable it to prepare and progress Task Order Proposals, provided always that the Contractor acknowledges that it shall not be reasonable to require the Authority to provide such information and/or assistance where this may cause the Authority to be in breach of:
- 4.2.1 any Legislation; and/or
- 4.2.2 any contractual obligation owed by the Authority to any Third Party (including any duty of confidentiality to any such Third Party),
- and/or where such information is otherwise confidential to the Authority and/or any such Third Party and/or where the Authority is not contractually entitled to require such Third Party to provide such information and/or assistance.
- 4.3 The Contractor acknowledges and agrees that where the Authority provides the information and/or assistance referred to in paragraph 4.2, the Authority's agreement to provide such information and/or assistance may be subject to such conditions as the Authority may require and provided further that without prejudice to any other provisions of this Contract, the Authority gives no warranty or undertaking of whatever nature in respect of such information nor does the Authority warrant that such

information represents all of the information in its possession or power relevant or material to the development of a Task Order Proposal and the Authority shall not be liable to the Contractor for any failure to make available such information to the Contractor or update such information or of any inaccuracy, error, defect, inadequacy or omission in relation to such information.

Appendix 1 – Task Order Proposal Template

Task Order Request Number	
Task Order Proposal Details	Description
Proposed Additional Contractor Deliverables	
Detailed description of the Proposed Additional Contractor Deliverables to be performed by the Contractor in connection with the Task Order Request, including the proposed methodology as to how such Proposed Additional Contractor Deliverables will be performed.	
Details of the proposed programme for the performance of the Proposed Additional Contractor Deliverables, including (where appropriate) evidence demonstrating that such Proposed Additional Contractor Deliverables can be performed in a timely manner.	
[xxx]	
[xxx]	
[xxx]	
[xxx]	
Details of the Key Roles and the Key Personnel responsible for the performance of the Proposed Additional Contractor Deliverables, including any additional Key Personnel (and/or any additional Key Roles) responsible for the performance of the relevant Proposed Additional Contractor Deliverables.	Name: Job: Responsibilities: Qualifications: Experience:
Details of the Sub-Contractors proposed to be appointed to perform any part of the relevant Proposed Additional Contractor Deliverables, together with details of the relevant part of the Proposed Additional Contractor Deliverables to be performed by such Sub-Contractor.	Name of Company: Responsibilities: Experience: On any Restricted List:
Details of the Employees responsible for the performance of the relevant part of the Proposed Additional Contractor Deliverables, together with details of the relevant part of the Proposed	

Task Order Request Number				
Task Order Proposal Details			Description	
Additional Contractor Deliverables to be performed by such Employees.				
Details of any access that the Contractor reasonably believes will be required to any Authority Site and/or Other Contractor's Premises to enable the performance of the Proposed Additional Contractor Deliverables, including any key timelines impacting on costs if such access is not provided.				
Details of any proposed efficiency (and the proposed value of such efficiency) anticipated to be generated through the performance of the Proposed Additional Contractor Deliverables.				
Details of any actual or anticipated impact on the Authority's statutory duties arising as a result of the implementation of the Proposed Additional Contractor Deliverables.				
Details of the proposed Assurance and Acceptance Process and the Proposed Additional Contractor Deliverables.				
Any other information relevant to the Proposed Additional Contractor Deliverables.				
Signed			Date	
Circulation	Contractor's Representative:	Authority's Representative:	Other:	Insert Details

Schedule 11

Change Procedure

1 Permitted Change/No Change

- 1.1 A Change may be requested to vary this Contract at any time.
- 1.2 The Parties have agreed that, to facilitate the efficient and effective call-off by the Authority of Additional Contractor Deliverables, the provisions of Schedule 10 (*Task Order Approval Process*) shall apply (and this Schedule 11 (*Change Procedure*) shall not apply) to the call-off by the Authority of such Additional Contractor Deliverables where the provisions of paragraph **Error! Reference source not found.** to Part 1 of Schedule 9 (*Pricing and Payment*), do not apply, provided always that the provisions of this Schedule 11 (*Change Procedure*) shall apply where either Party wishes to change such Additional Contractor Deliverables.
- 1.3 Any failure by the Contractor to achieve the successful completion of any of its obligations in accordance with this Contract resulting in any additional work being required to be carried out by the Contractor to achieve successful completion of its obligations (including satisfaction of any Entry Criteria or Exit Criteria) shall not be an Authority Change for the purposes of this Schedule 11 (*Change Procedure*).

2 Contract Conforming

- 2.1 If the Authority confirms an Estimate provided in accordance with paragraph 8.1.1 (*Confirmation or Withdrawal of Authority Notice*) or approves a Contractor Change Notice in accordance with paragraph 11 (*Contractor Changes*):
 - 2.1.1 the Parties shall enter into any documents including, but not limited to, a deed of variation (and/or take such further steps) to amend this Contract which are necessary to give effect to the Authority Change and/or Contractor Change (and which shall record any other changes agreed to this Contract under Clause 3A.6 (*Task Orders*) since the last deed of variation amending this Contract was entered into) and/or
 - 2.1.2 the Contractor shall commence the implementation of the relevant Change as soon as reasonably practicable following due completion of such deed of variation or to the timescale expressly set out in such deed.
- 2.2 Unless the Parties otherwise agree, all Changes shall be requested, approved or rejected:
 - 2.2.1 using the forms attached at Appendices 1 to 3 to this Schedule 11 (*Change Procedure*); and
 - 2.2.2 in accordance with DEFFORM 10B.

3 Right to propose Authority Changes

- 3.1 If the Authority requires an Authority Change, it must serve a notice on the Contractor in accordance with paragraph 4.1 (*Authority Change Notice*).
- 3.2 The Authority may require Changes at any time during the Contract Period and for any reason.

- 3.3 The Contractor shall be entitled to refuse an Authority Change which:
- 3.3.1 requires any material activity required to perform the Contractor Deliverables to be performed in a way that infringes any Legislation;
 - 3.3.2 would materially and adversely affect the Contractor's ability to perform the Contractor Deliverables (except those Contractor Deliverables which have been specified as requiring to be amended in the Authority Change Notice) in a manner not compensated pursuant to this Schedule 11 (*Change Procedure*);
 - 3.3.3 would materially and adversely affect the health and safety of any person;
 - 3.3.4 would, if implemented, materially and adversely change the nature of this Contract (including its risk profile) in a manner not compensated pursuant to this Schedule 11 (*Change Procedure*); or
 - 3.3.5 the Authority does not have the legal power or capacity to require implementation of such Authority Change.

4 Authority Change Notice

- 4.1 The Authority Change Notice shall:
- 4.1.1 set out the proposed change required in reasonable detail to enable the Contractor to calculate and provide the Estimate in accordance with paragraph 5.1.1 (*Contractor's Estimate*); and
 - 4.1.2 require the Contractor to provide to the Authority, within fifteen (15) Working Days of receipt of the Authority Change Notice, either:
 - (i) confirmation as to when an estimate of the likely effects of the proposed change will be provided to the Authority and the Contractor shall use all reasonable endeavours to obtain all relevant information as is required to provide the estimate of the likely effects of the proposed change expeditiously; or
 - (ii) an estimate of the likely effects of the proposed change setting out the information referred to in paragraph 5 (*Contractor's Estimate*) below; and
 - (iii) (unless the Parties agree otherwise) the Authority Change Notice shall be in the form attached at Appendix 1 to this Schedule 11 (*Change Procedure*).

5 Contractor's Estimate

- 5.1 As soon as practicable and in any event:
- 5.1.1 within five (5) Working Days after having received the Authority Change Notice, identify to the Authority an estimate of the amount of costs the Contractor will incur in the preparation of the Estimate; and
 - 5.1.2 within fifteen (15) Working Days after having received the Authority Change Notice, or on or before the date agreed for the production of an Estimate in

the circumstances referred to in paragraph 4.1.2(i) (*Authority Change Notice*), the Contractor shall deliver to the Authority the Estimate. The Estimate shall be in the form attached at Appendix 2 to this Schedule 11 (*Change Procedure*) unless the Authority (acting reasonably) requires the information to be in a different format.

5.2 The Estimate shall include the opinion of the Contractor on:

- 5.2.1 whether relief from compliance with obligations is required, including the obligations of the Contractor to meet any relevant part of Schedule 2 (*Statement of Requirements*) and/or the operation of the Deductions and KPI regimes in Schedule 6 (*Incentivisation*) during the implementation of the proposed Authority Change;
- 5.2.2 any impact on the provision of the Contractor's obligations under the Contract, including whether the proposed change is in contravention of paragraph 3 (*Right to propose Authority Changes*);
- 5.2.3 any amendment required to this Contract and/or any ancillary documentation as a result of the proposed Authority Change;
- 5.2.4 any amendment required to the Contract Price and/or the Monthly Payment;
- 5.2.5 any additional Necessary Consents which are required (and/or any existing Necessary Consents which are required to be amended) in each case, to give effect to the relevant Authority Change; and
- 5.2.6 the proposed method of certification of implementation of the Authority Change and/or the certification of any operational aspects of the Contractor's obligations under this Contract required by the proposed Authority Change.

6 Discussion

6.1 As soon as practicable after the Authority receives the Estimate, the Parties shall discuss and agree the issues set out in the Estimate, including:

- 6.1.1 providing evidence that the Contractor has used reasonable endeavours (including (where practicable) the use of competitive quotes) to minimise any increase in costs and maximise any reduction in costs;
- 6.1.2 demonstrating how any requirement for the proposed Change is being considered and developed in a cost effective manner; and
- 6.1.3 demonstrating that any costs arising as the result of the Change that have been avoided, which were anticipated to be incurred but which has been affected by the Authority Change concerned, have been taken into account in the amount or adjustment it has proposed under paragraph 5.2.4 (*Contractor's Estimate*).

6.2 In such discussions the Authority may modify the Authority Change Notice. The Contractor shall, as soon as practicable, and in any event not more than ten (10) Working Days after receipt of such modification, notify the Authority of any consequential changes to the Estimate.

7 Disputes

- 7.1 If the Parties cannot agree on the contents of the Estimate, then the Dispute will be determined in accordance with the Dispute Resolution Procedure.

8 Confirmation or Withdrawal of Authority Notice

- 8.1 As soon as reasonably practicable after the contents of the Estimate have been agreed or otherwise determined pursuant to the Dispute Resolution Procedure, the Authority's Representative shall:

8.1.1 confirm in writing to the Contractor that the Estimate (or the Estimate as may have been changed in accordance with paragraph 6.2 (*Discussion*)) is approved; or

8.1.2 withdraw the Authority Change Notice and the Contractor shall be entitled to any reasonable payment or compensation for or in respect of the preparation of the proposed change upon provision of evidence, satisfactory to the Authority, that the Contractor has incurred such costs (provided always that where the Contractor has exceeded the estimated costs for preparation of the Estimate (as provided by the Contractor in accordance with paragraph 5.1.1, by more than two percent (2%) (or such other amount as agreed by the Parties) it shall only recover the costs identified in such Estimate (unless the Authority agrees (at its sole discretion) to pay any additional sum in respect of such costs.

9 Failure to Confirm Authority Change

- 9.1 Subject to paragraph 9.2, if the Authority does not confirm the Estimate (as may have been changed in accordance with paragraph 6.2 (*Discussion*)) within twenty (20) Working Days of:

9.1.1 the contents of the Estimate having been agreed in accordance with paragraph 6 (*Discussion*) (or any later date contained within an Estimate which extends the period for which that Estimate remains valid beyond such twenty (20) Working Day period); or

9.1.2 following any determination pursuant to paragraph 7 (*Disputes*),

the Authority Change Notice shall be deemed to have been withdrawn.

- 9.2 The Authority Change Notice shall not be deemed to have been withdrawn in accordance with paragraph 9.1 if the Authority notifies the Contractor otherwise in writing prior to the expiry of the period referred to in paragraph 9.1 (or any extended period notified by the Authority in accordance with this paragraph (as the case may be)) of a later date by which the Authority intends to confirm whether it should proceed with such Change.

10 Adjustment to the Contract Price

- 10.1 In the event that the Estimate has been confirmed and approved by the Authority, then any adjustment to the Contract Price and/or the Monthly Payment (as appropriate) shall be calculated (and any other adjustments to this Contract shall be made) so that the Contractor is left in no better and no worse position than it would have been in had the relevant Authority Change not be implemented.

11 Contractor Changes

- 11.1 If the Contractor wishes to introduce a change to this Contract, it must serve a Contractor Change Notice on the Authority in the form of Appendix 3.
- 11.2 The Contractor Change Notice must:
 - 11.2.1 set out the proposed change to the Contractor's obligations under this Contract and/or any other proposed changes in reasonable detail to enable the Authority to evaluate it in full;
 - 11.2.2 specify the Contractor's reasons for proposing the change and the impact on the Contractor Deliverables and/or any other matters;
 - 11.2.3 request the Authority to consult with the Contractor with a view to deciding whether to agree to the change and, if so, what consequential changes the Authority requires as a result;
 - 11.2.4 identify any implications of the change to this Contract;
 - 11.2.5 indicate, in particular, whether a variation to the Contract Price and/or Monthly Payment is proposed (and, if so, give a detailed cost estimate of such proposed change) and any other information which the Contractor considers relevant which would be required to be set out in an Authority Change Notice and/or the Estimate (as if the Contractor Change Notice was responding to an Authority Change Notice); and
 - 11.2.6 indicate if there are any dates by which a decision by the Authority is critical.
- 11.3 The Authority shall evaluate the Contractor Change Notice taking into account all relevant issues, including whether:
 - 11.3.1 a change to the Contract Price and/or Monthly Payment will occur;
 - 11.3.2 the change affects the quality of the Contractor Deliverables or the likelihood of successful delivery of the Contractor Deliverables and/or any other impact on the Contractor and/or the Authority;
 - 11.3.3 the change will interfere with the relationship of the Authority with Third Parties and/or interfere with the wider business and/or activities of the Authority (including the Authority's procurements (existing or in the future, and whether or not in contemplation of the Parties at the Effective Date)) in connection with the Contractor Deliverables and/or the MORPHEUS Programme and how the Authority may wish to use and exploit the same;
 - 11.3.4 the change will interfere with or affect any of the Authority's statutory duties;
 - 11.3.5 the financial, technical and/or operational strength of the Contractor is sufficient to perform the changed Contractor Deliverables; or
 - 11.3.6 the change materially affects the risk or costs to which the Authority is exposed and/or impacts on other procurements and/or business strategies of the Authority.

- 11.4 Within ten (10) Working Days after receiving the Contractor Change Notice, the Parties shall meet and discuss the matters referred to in it (unless the Authority notifies (orally or in writing) the Contractor prior to the date of such meeting that it does not wish to meet to discuss such matters). During their discussions, the Authority may propose modifications to and/or confirm or reject the Contractor Change Notice.
- 11.5 If the Authority's Representative wishes to proceed with the Contractor Change Notice (with or without modification), the Authority's Representative shall confirm such intention by notice in writing to the Contractor and the Parties shall enter into any documents which are necessary to give effect to the change as contemplated in paragraph 5.1 (*Contractor's Estimate*).
- 11.6 If the Authority rejects the Contractor Change Notice, it shall give its reasons for such a rejection (provided that nothing in this paragraph 11.6 shall affect the Authority's right to reject such Contractor Change in its absolute discretion) and the Contractor shall not be entitled to any payment and/or compensation for or in respect of the relevant Contractor Change Notice.
- 11.7 Unless the Authority's acceptance specifically agrees to an increase in the Contract Price and/or Monthly Payment there shall be no increase in the Contract Price and/or Monthly Payment as a result of a Change proposed by the Contractor.
- 11.8 If the change set out in the Contractor Change Notice causes or will cause the Contractor's costs to decrease then the Contract Price and/or Monthly Payment shall be adjusted to reflect the decrease in costs.

APPENDIX 1

ADDITIONAL WORK CHANGE PROCEDURE

AUTHORITY CHANGE FORM - NOTIFICATION OF PROPOSED AUTHORITY CHANGE

To:	From:	Date:
	Originator:	
	Email	Tel
BATCIS Reference No: <i>[Insert relevant reference]</i>		

1. The Authority has a requirement for the following Change:

Contract No: *[Insert reference]* Is it urgent?: Yes/No

CHANGE LOCATION:	LOCATION P.O.C.	LOCATION CONTACT TEL:
<u>BACKGROUND</u>		
<u>DETAILED CHANGE REQUIREMENT:</u>		
<u>DELIVERABLES REQUIRED</u>		
<u>TIMESCALES</u>		
REQUESTED START DATE:	REQUIRED COMPLETION DATE:	

The Contractor is requested to assess this task requirement and submit a Change Form 2 with a Firm Price quotation, to the originator of this task. A **full breakdown** of the quoted Firm Price with evidence is to be submitted to the Authority. As a minimum these will need to be in accordance with Schedule 11(*Change Procedure*) and shall include:

- (1) Number of Man-Hours required to complete the task:
 - (a) broken down by activity e.g. travel, task, etc.; and
 - (b) grades employed.

- (2) Risk (if any) – substantiated by evidence.
- (3) Contingencies (if any) – substantiated by evidence;
- (4) The matters identified in paragraph 6 of Schedule 11 (*Change Procedure*)

Initiated By:

Post Title:

Name:

Date:

Signed:

Commercial Endorsement By:

Post Title:

Name:

Date:

Signed:

APPENDIX 2

CONTRACTOR ESTIMATE

To:	From:	Date:
	Originator:	
	Email:	Tel:
BATCIS Reference No:		

1. The Contractor acknowledges this Change and has assigned the following reference number:

Contractor Reference No:

2. An Estimate is attached for this task (as may have been amended in discussions between the Contractor and the Authority) and containing all relevant information arising from the proposed Change (including the matters identified in paragraph 5 of Schedule 11 (*Change Procedure*)).

--

Name:

Signed:

Post Title:

The Contractor

Date:

APPENDIX 3

CONTRACTOR CHANGE FORM – PROPOSAL OF CHANGE, ESTIMATE AND JUSTIFICATION

To:	From:	Date:
	Originator:	
	Email:	Tel:

1. The Contractor proposes the following Change and has assigned the following reference number:

Contractor Reference No:

2. An Estimate is attached for this task (as has been amended in discussions between the Contractor and the Authority).

Name:

Signed:

Post Title:

The Contractor

Date:

Schedule 12

Technical Assistance

Schedule 12 (Technical Assistance) is the document in the Agreed Form, entitled “Technical Assistance Schedule”

Schedule 13

Required Insurances

Policies of insurance the Contractor shall take out and maintain or procure the taking out and maintenance of at all times during the period that this Contract is in effect.

1 Third Party Liability Insurance

1.1 Insured

Contractor.

1.2 Interest

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

1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

1.2.2 physical loss of or damage to tangible property,

happening during the period of insurance (in paragraph **Error! Reference source not found.** below) and arising out of or in connection with this Contract.

1.3 Limit of indemnity

[xxx]

1.4 Territorial limits

[xxx]

Schedule 14

IPR

1 Definitions

Not Used.

2 Ownership of IPR

- 2.1 All Intellectual Property and Intellectual Property Rights created or generated in the performance of work under this Contract shall, subject to any rights of the Crown or any third party and to the provisions of this Schedule, belong to the Authority ("**Vesting IPR**").
- 2.2 The Contractor shall not by virtue of this Contract acquire title to or rights in any Authority Background IPR, Vesting IPR or any IPR licensed by any Third Party to the Authority, other than under the licences set out in this Contract.
- 2.3 The Authority shall not by virtue of this Contract acquire title to or rights in any Contractor Background IPR or any Third Party IPR other than under the licences set out in this Contract.
- 2.4 Vesting IPR shall vest in and be the property of the Authority on its creation. The Contractor shall ensure, where necessary, that it secures the right to effect such vesting and the Contractor hereby assigns to the Authority, with full title guarantee, all present and future Vesting IPR.

3 Licence of Authority Background IPR and Vesting IPR

- 3.1 The Authority shall make available to the Contractor all Authority Background IPR that the Authority believes is relevant to the Contractor's performance of this Contract. The Authority hereby grants a licence to the Contractor on a non-exclusive royalty-free basis to use such Authority Background IPR solely for performance of this Contract. The Authority may, at its discretion and by written notice to the Contractor, impose restrictions on the Contractor's use of such IPR limiting use to specific purposes within the scope of this Contract.
- 3.2 The Authority hereby grants to the Contractor a non-exclusive, royalty free licence to use all Vesting IPR necessary for the purpose of the Contractor's performance of this Contract for the Authority.
- 3.3 The Contractor shall not use Authority Background IPR or Vesting IPR for any purpose other than those specified in paragraphs 3.1 and 3.2 without the prior written consent of the Authority's Representative, which, if given, will include conditions attaching to such wider use. The Contractor shall not do anything or act in any way which will prejudice the rights of ownership by the Crown or the Authority of any Authority Background IPR or Vesting IPR.
- 3.4 The Authority gives no warranty as to the suitability for the Contractor's purpose of any Authority Background IPR or Vesting IPR licensed under paragraphs 3.1 and 3.2.
- 3.5 The licences granted to the Contractor under paragraphs 3.1 and 3.2 above include the right to grant sub-licenses to Sub-Contractors engaged in the performance of any part of this Contract for the Contractor provided that such Sub-Contractors have

entered into a confidentiality undertaking with the Authority in the same form as that set out in Annex 1 (*Form of Confidentiality Undertaking*). The licence rights set out in paragraphs 3.1 and 3.2 are otherwise non-transferable and no other sub-licence may be granted by the Contractor without the Authority's consent.

4 Sub-Licence of Third Party IPR provided by the Authority

- 4.1 The Authority shall at its discretion make any Third Party IPR that is the subject of a licence or other agreement between the Third Party and the Authority available to the Contractor, where the Authority has reason to believe that use by the Contractor of such Third Party IPR is relevant to the Contractor's performance of the Contract. To the extent that the Contractor requests a sub-licence to use such Third Party IPR from the Authority for a specific purpose within its obligations to perform this Contract for the Authority, and provides the Authority with a reasonable justification for its request, then subject to the provisions of paragraph 4.2 below the Authority, so far as it is lawfully able to do so, hereby grants a sub-licence to the Contractor on a non-exclusive, royalty-free basis, with the right to grant sub-sub-licences to Sub-Contractors engaged in the performance of any part of this Contract for the Contractor.
- 4.2 The sub-licence referred to in paragraph 4.1 above shall only be granted if the Authority has determined that it is encompassed by the Authority's rights under such licence or other agreement with the Third Party concerned, and that the sub-licence is reasonably necessary for the specific purpose notified to the Authority by the Contractor. A sub-sub-licence shall only be granted to a Sub-Contractor who has entered into a confidentiality undertaking with the Authority in the same form as that set out in Annex 1 (*Form of Confidential Undertaking*).

5 Licence and Sub-Licence of Contractor Background IPR and Third Party IPR provided by the Contractor

- 5.1 The Contractor shall promptly notify the Authority's Representative whenever the Contractor or any of its Sub-Contractors requires use of any:
- 5.1.1 Contractor Background IPR; or
- 5.1.2 Third Party IPR, other than those subject to the provisions of paragraph 4 (*Sub-licence of Third Party IPR provided by the Authority*),
- for the purpose of providing and performing the Contractor Deliverables or the Authority's exercise of its rights vested or granted under this Schedule.
- 5.2 The Contractor hereby grants the Authority for the Contract Period and for all times thereafter the right to use such Contractor Background IPR notified in accordance with paragraph 5.1.1 for UK Government Purposes. Such rights shall be exercisable by the Authority or on its behalf as the case may be without the need for any additional payment.
- 5.3 The Contractor shall ensure that all licences entered into with Third Parties for the right to use such Third Party's IPR notified in accordance with paragraph 5.1.2 shall be held either in its own name or that of its relevant Sub-Contractor as licensee.
- 5.4 In respect of all licences referred to in paragraph 5.3 the Contractor shall ensure that the licence:
- 5.4.1 either:

- (i) grants the Contractor or Sub-Contractor the right to sub-license the Third Party IPR to the Authority or to any other party nominated by the Authority for the Contract Period and all times thereafter; or
- (ii) directly grants to the Authority for the Contract Period and all times thereafter, a non-exclusive and irrevocable licence in the Third Party IPR (including, without limitation, the right to copy modify, disclose and use) with the right to grant sub-licences to do the same,

for UK Government Purposes; and

- 5.4.2 in either case in paragraph 5.4.1(i) and 5.4.1(ii), ensure that any such licence either includes the right to sub-license to the Authority or any other party nominated by the Authority, or that there is a direct licence to the Authority, and in each case that the licence or sub-licence is freely capable of assignment, novation or transfer.
- 5.5 If, after the exercise of reasonable endeavours by the Contractor, a licence as set out in paragraph 5.4.2 is not available, the Contractor shall procure the grant to the Authority of a licence of that Third Party IPR on the best available terms closest to those set out in paragraph 5.4.2 and consult with the Authority's Representative prior to the grant of that licence on the terms of the licence and whether any such Third Party IPR, or any equivalent Third Party IPR which is acceptable to the Contractor on technical grounds and will not be detrimental to the Contractor's ability to undertake and perform the Contractor Deliverables in accordance with the terms of this Contract or disproportionately increase the Contractor's costs is available, on better terms in order to mitigate the effect of such a licence.
- 5.6 Any royalties or other fees payable in obtaining or exercising any licence or sub-licence of Third Party IPR or any fees which are incurred using any right granted thereunder shall be for the account of the Contractor.

6 Intellectual Property Rights applicable to Sub-Contracts

- 6.1 The Contractor shall ensure that it secures under all Sub-Contracts rights of use in Third Party IPR for and on behalf of the Authority on conditions that are similar in all material respects with those set out in this Schedule.

7 Further Assurances

- 7.1 The Contractor undertakes to execute all documents and do all reasonable acts which may be necessary for the Authority to obtain the benefit of paragraph 2.4 including the execution, at the Authority's request, of any formal assignment or other document or instrument necessary or appropriate to give effect to such assignment to the effect that the Authority own all right title and interest in such IPR, without limitation, consenting to the registration of any licence against any IPR which is registered.
- 7.2 The Contractor shall:
- 7.2.1 mark copies of Contractor Background IPR or Vesting IPR comprising copyright works in accordance with paragraph 8; and
 - 7.2.2 provide to the Authority on written request a suitable statement confirming the scope of rights the Authority has under this Contract in relation to any IPR relating to such works.

- 7.3 The Contractor agrees that on request by the Authority it will enter into good faith negotiations to grant to the Authority a licence of Contractor Background IPR or a sub licence of any Third Party IPR on fair and reasonable terms for purposes outside those specified in paragraph 5.

8 Marking

- 8.1 Notwithstanding any other provision of this Contract, the Contractor shall mark any covering, packaging or cover page of IPR delivered to the Authority:

- 8.1.1 where the IPR is owned by the Authority, with the following legend:

© Crown-owned copyright ***[insert the year of generation of the work (or such other notice regarding confidentiality or ownership as the Authority may notify from time to time)]***; or

- 8.1.2 where the IPR is owned other than by the Authority, with a marking consistent with the following wording:

"This document is supplied in confidence to MOD in accordance with Contract No [BATCM/XXXXX] (the "Contract"). The document comprises information proprietary to [CONTRACTOR] and whose unauthorised disclosure may cause damage to the interests of [CONTRACTOR]. Except with the prior written permission of [CONTRACTOR], MOD's rights of use and dissemination in the document are limited to those set out in Contract No [BATCM/XXXX].

Certain parts of the document, which are identified, are subject to third party rights or were not generated under the Contract and, without prejudice to its existing rights, MOD's rights of use and dissemination in the parts so identified are limited to those set out in the Contract.

Requests for permission for wider use or dissemination should be made to the relevant [CONTRACTOR] Account Manager."

- 8.2 The Contractor shall not delete or remove any copyright notices contained within or on any covering, packaging or cover page of any such IPR.

9 IPR Indemnities

- 9.1 Nothing in this Clause shall modify or affect any rights, obligations or otherwise of either party under Clause 32 (*Indemnity and Liabilities*).

Contractor's IPR Indemnities

- 9.2 Without prejudice to Clause 32 (*Indemnity and Liabilities*), the Contractor shall fully and effectually indemnify and hold harmless the Authority, its employees, agents and contractors on demand from all claims relating to any actual or alleged infringement of any Third Party IPR arising from the Contractor's performance of the Contract and the Authority's receipt and use of the Contractor Deliverables and exercise of its rights granted under the Contract, including from the Contractor's failure to comply with the terms of paragraph 5 (*Licence and Sub-Licence of Contractor Background IPR and Third Party IPR provided by the Contractor*).

- 9.3 The indemnity in paragraph 9.2 (*Contractor's IPR Indemnities*) shall not apply in respect of a claim:
- 9.3.1 that arises from any use by or for the Authority of Third Party IPR in combination with any item not supplied or approved by the Contractor where, were it not for that use in combination, a claim would not have arisen; or
 - 9.3.2 that arises from the use of Contractor Background IPR or Third Party IPR by the Authority otherwise than in accordance with the terms of this Contract and any applicable licence or sub-licence conditions provided that these have been notified to the Authority's Representative on the grant of the applicable licences or sub-licence; or
 - 9.3.3 that arises from any modification, updating or development carried out by or for the Authority to any item supplied by the Contractor under this Contract, where such modification, updating or development is not authorised or approved by the Contractor.

Authority's IPR Indemnity

- 9.4 The Authority shall fully and effectually indemnify and hold harmless the Contractor, its employees, agents and Sub-contractors of the Contractor on demand from all claims relating to any actual or alleged infringement of Third Party IPR:
- 9.4.1 where the Contractor has procured a licence or sub-licence under paragraph 5 (*Licence and Sub-Licence of Contractor Background IPR and Third Party IPR provided by the Contractor*), notified the Authority of the terms of the licence or sub-licence, and the Authority has exceeded its licensed or sub-licensed rights; or
 - 9.4.2 arising from use by the Contractor of the Authority Background IPR in accordance with paragraph 3 (*Licence of Authority Background IPR and Vesting IPR*); or
 - 9.4.3 arising from use by the Authority of the Contractor Background IPR outside the terms of this Contract where the Contractor is not in breach of its obligations under this Contract in respect of Third Party IPR.
- 9.5 The indemnity in paragraph 9.4 (*Authority's IPR Indemnity*) shall not apply in respect of a claim:
- 9.5.1 that arises from any use by or for the Contractor of Authority Background IPR in combination with any item not supplied or approved by the Authority where, were it not for that use in combination, a claim would not have arisen; or
 - 9.5.2 that arises from the use of Authority Background IPR by the Contractor otherwise than in accordance with the terms of this Contract and any applicable licence or sub-licence conditions provided that these have been notified to the Contractor's Representative on the grant of the applicable licences or sub-licence; or
 - 9.5.3 that arises from any modification, updating or development carried out by or for the Contractor to any item supplied by the Authority under this

Contract, where such modification, updating or development is not authorised or approved by the Authority.

Conduct of IPR Claims

- 9.6 The following provisions shall apply to an indemnity under this paragraph 9 (IPR Indemnities).
- 9.7 An indemnity under this paragraph 9 (*IPR Indemnities*) shall be without limitation to any indemnity by that Party under any other provision of the Contract.
- 9.8 If any claim is subject to an indemnity from either Party to the other the Party wishing to make a claim (the "**Indemnified Party**") shall notify the other Party (the "**Indemnifying Party**") of the relevant claim as soon as reasonably practicable, giving full particulars of the claim and the Parties shall provide each other with reasonable assistance (at the expense of the Indemnifying Party) and shall act in accordance with the provisions of this paragraph 9 (*IPR Indemnities*).

Contractor's IPR Indemnity Claims

- 9.9 If the Authority is the Indemnified Party, the Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim brought against the Authority or the Contractor under paragraph 9.2 (Contractor's IPR Indemnities) ("**Contractor's IPR Indemnity Claim**") provided always that the Contractor shall:
 - 9.9.1 consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations; and
 - 9.9.2 take due and proper account of the interests of the Authority; and
 - 9.9.3 not settle or compromise any claim without the Authority's Representative's prior written consent (such consent not to be unreasonably withheld or delayed).
- 9.10 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made on action brought against the Authority or the Contractor for infringement or alleged infringement of any IPR in connection with the performance of the Contract and shall be repaid all costs and expenses (including, but not limited to, legal costs and disbursements on a solicitors and client basis) incurred in so doing.
- 9.11 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim or action for infringement or alleged infringement of any IPR by the Authority or the Contractor in connection with the performance of the Contract.
- 9.12 If a claim, demand or action for infringement or alleged infringement of any IPR is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor may at its own expense and subject to the consent of the Authority's Representative (such consent not to be unreasonably withheld or delayed) either:
 - 9.12.1 modify any or all of the Contractor Deliverables without reducing the performance or functionality of the same, or substitute alternative deliverables of equivalent performance and functionality, so as to avoid the

infringement or alleged infringement, provided that the terms herein shall apply (with necessary changes) to such modified or substituted deliverables; or

- 9.12.2 procure a licence to use and provide the Contractor Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Authority.

Other IPR Indemnity Claims

- 9.13 If the claim is not a Contractor's IPR Indemnity Claim:

- 9.13.1 the Indemnified Party shall take all reasonable steps (and, if the Contractor is the Indemnified Party, it shall procure that the Sub-contractors shall take all reasonable steps) to minimise and mitigate any Losses for which the Indemnifying Party is liable under this Contract; and

- 9.13.2 if the claim relates to an action by a Third Party against the Indemnified Party, the Indemnifying Party may, unless the Contractor is the Indemnifying Party and the Authority notifies the Contractor that the Authority is refusing to allow the Contractor to have conduct of the claim on grounds of national security, at its own expense and with the assistance and co-operation of the Indemnified Party have conduct of such claim including its settlement and the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim.

- 9.14 If the Indemnifying Party wishes to have conduct of the claim it shall:

- 9.14.1 give reasonable security to the Indemnified Party for any cost or liability arising out of the conduct of the claim by the Indemnifying Party; and

- 9.14.2 keep the Indemnified Party reasonably informed of the conduct of the claim and consult with the Indemnified Party to the extent reasonably practicable and not compromise the claim in any way whatsoever by making statements or admissions (other than in accordance with the Indemnified Party's consent, not to be unreasonably withheld or delayed) and do nothing which could prejudice the defence of any such claim; and

- 9.14.3 not bring the name of the Indemnified Party into disrepute.

- 9.15 If the Indemnifying Party pays to the Indemnified Party an amount in respect of an indemnity and the Indemnified Party subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the Indemnified Party shall forthwith repay to the Indemnifying Party whichever is the lesser of:

- 9.15.1 an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out of pocket costs and expenses properly incurred by the Indemnified Party in recovering the same; and

- 9.15.2 the amount paid to the Indemnified Party by the Indemnifying Party in respect of the claim under the relevant indemnity; provided that:

- (i) there shall be no obligation on the Indemnified Party to pursue such recovery; and
- (ii) the Indemnifying Party shall be repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Indemnifying Party exceeds any loss sustained by the Indemnified Party.

[xxx]

Schedule 15

Ancillary Documents

1 DEFFORMS

1.1 Not used.

2 Defence Standards

- 2.1 Def Stan 00-003 (Design Guidance for the Transportability of Equipment).
- 2.2 MIL-STD 810G (Department of Defence Test Method Standard; Environmental Engineering considerations and Laboratory Tests) with additional characterisation testing related to Def Stan 00-035 (Environmental Handbook for Defence Material).
- 2.3 Def Stan 00-040 (Reliability and Maintainability).
- 2.4 Def Stan 00-042 (Reliability and Maintainability Assurance Activity).
- 2.5 Def Stan 00-044 (Reliability and Maintainability Data Collection and Classification).
- 2.6 Def Stan 00-055 (Requirements for Safety of Programmable Elements (PE) in Defence Systems).
- 2.7 Def Stan 00-056 (Safety Management Requirements for Defence Systems).
- 2.8 Def Stan 00-082 (Vetronics Infrastructure for Video Over Ethernet).
- 2.9 Def Stan 00-103 (MOD Geospatial Metadata Profile).
- 2.10 Def Stan 00-251 (Human Factors Integration for Defence Systems).
- 2.11 Def Stan 00-600 (Integrated Logistic Support Requirements for MoD Projects).
- 2.12 Def Stan 05-057 (Configuration Management of Defence Material).
- 2.13 Def Stan 05-135 (Avoidance of Counterfeit Material shall be included in the requirements for all Tenderers unless it is considered the risk of counterfeit material in the equipment being procured is low risk in relation to equipment criticality or safety to life).
- 2.14 Def Stan 05-138 (Cyber Security).
- 2.15 Def Stan 23-009 (Generic Vehicle Architecture (GVA)).
- 2.16 MIL-STD 1275E (Department of Defence Interface Standard; Characteristics of 28 Volt DC input power to Utilization Equipment in Military Vehicles) with additional characterisation testing related to Def Stan 61-005 (Nominal 12V and 24V DC Electrical Systems in Military Platforms) and Def Stan 23-009 (Generic Vehicle Architecture (GVA)).
- 2.17 Def Stan 23-012 (Generic Soldier Architecture (GSA)).
- 2.18 Def Stan 23-013 (Generic Base Architecture (GBA)).

- 2.19 Def Stan 23-014 (Common Open Interface (Land) (COI(L))) (the Contractor acknowledges that this Def Stan is currently in development and that the Contractor shall be obliged to comply with this Def Stan when it has reached maturity and is issued by the Authority).
- 2.20 MIL STD 461-E (Department of Defence Interface Standard; Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment) with additional specifications and characterisation testing related to Def Stan 59-411 (Electromagnetic Compatibility).
- 2.21 Def Stan 81-041 (Packaging of Defence Material).
- 2.22 Def Stan 93-50 (DTEC Modelling and Simulation (M&S) Standards).

3 Joint Service Publications

Appropriate processes will be followed that meet the intent of the JSPs in regard to process. These alternative industry processes will provide the required information called for by the JSPs but satisfaction of the JSP will be achieved using methods other than those dictated by the JSP. The selection of processes will not affect the provision of support to the JSP.

- 3.1 JSP 348 (United Kingdom Defence Imagery Policy – Regulations for demanding, storage, archive, retrieval and imagery training).
- 3.2 JSP 375 (MoD Health and Safety Handbook).
- 3.3 JSP 418 (Management of Environmental Protection in Defence).
- 3.4 JSP 440 (Defence Manual of Security).
- 3.5 JSP 441 (Managing Information in Defence).
- 3.6 JSP 454 (The MoD Systems Safety and Environmental Assurance for Land Systems).
- 3.7 JSP 465 (Spatial Data Policy for UK Defence).
- 3.8 JSP 507 (Investment Appraisal and Evaluation).
- 3.9 The Management of Test and Measurement Equipment Handbook, formerly JSP 509 (The Management of Test Equipment).
- 3.10 JSP 604 (Defence Manual of Information and Communications Technology (ICT)).
- 3.11 JSP 655 (Defence Investment Approvals).
- 3.12 DSA01.1: Defence Policy for Health, Safety and Environmental Protection, formerly JSP 815 (Defence Environment and Safety Management).
- 3.13 JSP 822 (Governance and Management of Defence Training & Education).
- 3.14 Defence Logistics Framework (DLF), superseding JSP 886 (The Defence Logistics Support Chain Manual).
- 3.15 JSP 906 (Defence Principles for Coherent Capability).

3.16 JSP 912 (Human Factors Integration for Defence Systems).

4 ISO

4.1 ISO 9241 (Ergonomics of human-computer interaction).

4.2 ISO 44001 (Collaborative Business Relationship Management Systems).

5 AAPz

5.1 MIL-STD-130N (Department of Defence Standard Practice; Identification Marking of U.S. Military Property) with additional specifications and characterisation testing related to AAP-44(A) (Barcoding), as set out expressly below:

Both standards contain the same content for 2D-matrix barcoding (both refer to ISO/IEC 16022).

6 AEPs

6.1 Not used.

7 SDIPs

7.1 SDIP 27 (NATO TEMPEST Testing, Requirements and Evaluation procedures).

8 STANAGs

8.1 STANAG 2211 (Geodetic Datums, Projections, Grids and Grid References).

8.2 STANAG 4559 (NATO Standard ISR Library Interface (NSILI)).

8.3 STANAG 4677 (Dismounted Soldier Information Exchange).

8.4 STANAG 5524 (NATO Interoperability Standards And Profiles (NISP)).

9 Quality Assurance

9.1 Not used.

10 Development Software

10.1 Not used.

11 Quality Plans

11.1 Not used.

12 Concessions

12.1 Not used.

13 Contractor Working Parties

13.1 Not used.

14 Informative Quality Assurance Standards

14.1 Not used.

15 Other Standards

15.1 ISO/IEC/IEEE 15288: Systems and Software Engineering – System Life Cycle Processes.

15.2 Electrical Equipment (Safety) Regulations 1994.

15.3 Electricity at Work Regulations 1989.

15.4 Environmental Information Regulations 2004.

15.5 Freedom of Information Act (2000).

15.6 Data Protection Act 1998.

15.7 Hazardous Waste Regulations (2005).

15.8 Health and Safety (Display Screen Equipment) Regulations 1992 (as amended 2002).

15.9 Land Data Model.

15.10 Land Force Standing Order 1120.

15.11 LOSA Standards.

15.12 Standing Instruction SI 105 for Dismounted Soldier System power usage.

15.13 Standing Instruction SI 108 for Dismounted Soldier System size and weight budget.

15.14 DEFCON 129 (Packaging (for articles other than munitions)).

15.15 Waste Electrical and Electronic Equipment Regulations 2006.

15.16 Health and Safety Regulations (Health and Safety at Work Act and Associated Regulations).

15.17 Control of Noise at Work Regulations 2005.

15.18 MOD Metadata Standard (Version 6.0, Nov 2015).

Schedule 16

Business Continuity Plans

Schedule 16 (Business Continuity Plans) is the document in the Agreed Form, entitled "Business Continuity Plan"

Schedule 17

Exit Plan

1 Not Used

2 Introduction and Background

2.1 This Schedule:

- 2.1.1 describes the general principles that apply to the Contractor's obligations under this Schedule (see paragraph 3 below);
- 2.1.2 describes the process for the development of the Exit Plans and the Parties' obligations to perform the activities set out in the Exit Plans (see paragraph 4 below);
- 2.1.3 describes the requirements relating to the appointment of an Exit Manager (see paragraph 6 below);
- 2.1.4 describes each Parties' obligations during each Exit Period (see paragraph 7 below);
- 2.1.5 describes the process for transferring relevant assets, knowledge, know-how, Sub-Contracts and software together with any additional information and tools as shall enable the Authority (or a Follow-on Contractor or Third Party) to carry out and complete the activities contemplated by and/or related to the Contractor Deliverables and to have full use of such Contractor Deliverables (the "**Assets**") upon expiry or termination of this Contract (see Paragraph 9 below); and
- 2.1.6 describes the principles that apply to the Contractor's obligations to provide data, information and materials and other general provisions relating to the Contractor's obligations under this Schedule (see paragraph 10 below).

3 General

- 3.1 The Contractor shall co-operate with any Follow-On Contractor or Third Party during any Exit Period in accordance with Clause 74 (*Continuing Assistance*).
- 3.2 The transfer of the Assets from the Contractor to the Authority (or the Follow-On Contractor or Third Party) may be phased so that certain Assets are transferred to the Authority (or the Follow-On Contractor or Third Party) at different times or at the same time. There may be one or more Exit Periods. The Contractor may be required by the Authority to provide Exit Management Information and assistance to the Authority (or the Follow-On Contractor or Third Party) during any Exit Period in relation to the expiry or termination of all or part of this Contract.

4 Exit Planning

Development of draft Exit Plans

- 4.1 The Contractor shall develop and deliver to the Authority an Exit Plan that addresses the requirements set out in Appendix 1 to this Schedule 17 (*Exit Plan*) and shall issue draft Exit Plans to the Authority as agreed in accordance with Clause 72.1 (*Exit Plan*)

and paragraph 4.5 of this Schedule 17 (*Exit Plan*). The agreed Exit Plan (as at the Effective Date) is in the Agreed Form.

- 4.2 The Exit Plan shall set out the Contractor's proposed overall methodology for achieving an orderly transfer (as contemplated in paragraph 2.1.5) of all of the Assets, goods and services from the Contractor to the Authority (or the Follow-On Contractor or Third Party) upon the expiry or termination of this Contract (whether in whole or in part) for any reason whatsoever.

Review of Draft Exit Plans

- 4.3 Subject to Clause 72.1 (*Exit Plan*), within twenty (20) Working Days after receipt by the Authority of any draft Exit Plan, the Parties shall meet to discuss and seek to agree the draft Exit Plan. The Contractor shall ensure that any comments, suggestions or amendments suggested by the Authority (acting reasonably) are incorporated into the draft Exit Plan and shall issue an updated copy of the draft Exit Plan to the Authority within ten (10) Working Days of such comments, suggestions or amendments being communicated to the Contractor by the Authority.
- 4.4 If the Parties cannot agree the draft Exit Plan or the Authority does not accept the draft Exit Plan has been drafted in accordance with the requirements set out in Appendix 1 to this Schedule 17 (*Exit Plan*) either Party may refer this matter to resolution in accordance with the Dispute Resolution Procedure.
- 4.5 Without prejudice to Clause 72.1 (*Exit Plan*) the Contractor shall keep the draft Exit Plan under review every six (6) months and shall update and submit to the Authority for review and authorisation, updated draft Exit Plans where an impact assessment in respect of a Change and/or an Active Task Order identifies that an update to the then current draft Exit Plan is required.
- 4.6 The Contractor shall ensure that the draft Exit Plans submitted to the Authority in accordance with paragraph 4.5 above:
- 4.6.1 take into account any changes affecting the Contractor Deliverables since the previously agreed version of the Exit Plan;
 - 4.6.2 where appropriate, align with, incorporate or reference any activities, dates, timescales, or Milestones reasonably set by the Authority; and
 - 4.6.3 are adaptable and shall include provisions to deal with full, partial and unexpected termination of all or part of the Contractor Deliverables, taking into account the circumstances described in paragraph 3 of this Schedule.

Finalising Exit Plans

- 4.7 Finalisation of the Exit Plan will be conducted in accordance with Clause 72.1 (*Exit Plan*) of this Contract.

5 Transition Planning

- 5.1 During the course of this Contract the Authority may recruit new staff and/or engage third parties to support the MORPHEUS Programme. Such staff and/or third parties may take on roles which are currently undertaken by the Contractor.

- 5.2 The Contractor shall, within ten (10) Working Days (or such other period as is agreed by the Parties) following the issue by the Authority's Representative to the Contractor of a Transition Plan Request, submit to the Authority's Representative a Transition Plan containing, as a minimum, the time required to prepare the Transition Plan and execute the Transition Plan, any impact the Transition Plan may have on the MORPHEUS Programme, the Contract Programme or any Milestones, any risks or dependencies relating to the Transition Plan and the knowledge and information transferred to the Authority and/or third party.

6 Appointment of Exit Manager

- 6.1 The Contractor shall appoint an Exit Manager and team to manage the process of exit and transfer of Assets to the Authority (or the Follow-On Contractor or Third Party), including the preparation and implementation of the Exit Plan. The Contractor shall provide written notification of such appointment to the Authority twenty (20) Working Days prior to the start of the Exit Period for review and comment by the Authority or, in the case of any early termination of this Contract, as soon as reasonably practicable following receipt of a Termination Notice.
- 6.2 The Contractor shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in the Exit Plan, including a team to manage the process of exit and transfer of the Assets to the Authority (or the Follow-On Contractor or Third Party).

7 Exit Period

- 7.1 Without prejudice to its general obligations the Contractor shall be responsible for the completion of the Exit Plan, including project management of the overall exit process. The Contractor shall ensure that exit is completed in a smooth, efficient and orderly manner which minimises any disruption to the business of the Authority and/or a Follow-On Contractor or any Third Party.

Exit Period Duration

- 7.2 An Exit Period shall commence on the earlier of:
- 7.2.1 the date notified by the Authority to the Contractor in writing, provided that such date falls after the date which is six (6) months prior to the Expiry Date; or
- 7.2.2 immediately following the service of a Termination Notice.
- 7.3 An Exit Period shall not end until the date on which all the activities in the Exit Plan have been completed to the satisfaction of the Authority.

Exit Information

- 7.4 During each Exit Period, the Contractor shall:
- 7.4.1 update the Exit Management Information: (i) within ten (10) Working Days of the start of such Exit Period; and (ii) thereafter, update the Exit Management Information no less than twice each month during such Exit Period;

- 7.4.2 make the Exit Management Information (as updated in accordance with paragraph 7.4.1 above) available to the Authority (and the Follow-On Contractor or Third Party) to download electronically at any time in an editable format from the Collaborative Working Environment (or any other electronic environment as notified by the Authority to the Contractor from time to time) during the Exit Period;
- 7.4.3 provide to the Authority (or the Follow-On Contractor or Third Party), or procure the provision of, all such information, other data and deliverables relevant to the terminated Contractor Deliverables, together with a sufficient explanation and the full rights to use such information, other data and deliverables as detailed in the Exit Plan in its then current format or in a format reasonably requested by the Authority, together with all related documentation, and any other information and copies thereof owned by the Authority; and
- 7.4.4 promptly make available to the Authority (and the Follow-On Contractor or Third Party) to download electronically in editable format from the Collaborative Working Environment (or any other electronic environment as notified by the Authority to the Contractor from time to time) all other information, as is reasonably requested by the Authority in connection with the wind-down or transfer of all or part of the system.

Exit Assistance

- 7.5 Without prejudice to Clause 74.3 (*Continuing Obligations*), during each Exit Period, the Contractor shall perform its obligations set out in the Exit Plan and the Contractor shall continue to provide any Contractor Deliverables that are due to terminate or expire pursuant to the terms of this Contract or any Termination Notice, in accordance with its obligations under this Contract until the earlier of:
 - 7.5.1 such time as the responsibility for the provision of such Contractor Deliverables (or in the case of partial termination, the relevant Contractor Deliverables) has transferred to the Authority (or the Follow-On Contractor or Third Party) in accordance with the process set out in the Exit Plan; or
 - 7.5.2 the end of the Contract Period.

8 Vacation of Authority Sites

- 8.1 At the end of each Exit Period (or earlier if this does not adversely affect the Contractor's performance of the Contractor Deliverables and/or its compliance with the provisions of the Exit Plan), the Contractor shall (and shall procure that all Sub-Contractors shall) carry out in each case as promptly and as expediently as possible and continue to carry out the following after the end of the relevant Exit Period:
 - 8.1.1 vacate any Authority Sites, remove any property not to be returned to the Authority pursuant to this Contract and, without prejudice to Clause 52.1 (*Liability In Respect Of Damage To Government and Third Party Property*), rectify any loss or damage that may have occurred during its, or its Sub-Contractors', occupancy; and
 - 8.1.2 without prejudice to Clause 41.12.3 (*Controlled Information*), return to the Authority all Controlled Information of the Authority and certify that it does not retain the Authority's Controlled Information save to the extent (and for

the limited period) that: (i) such information needs to be retained by the Contractor for the purposes of providing or receiving any Contractor Deliverables or complying with its obligations in this Schedule; or (ii) the Contractor is obliged under the terms of this Contract, or any Laws to retain such information after termination or expiry of this Contract.

- 8.2 All licences, leases and authorisations granted by the Authority to the Contractor in relation to any expiring or terminating Contractor Deliverables shall be terminated with effect from the end of the relevant Exit Period.
- 8.3 The Authority may dispense of any items left at the Authority Sites for more than ten (10) days following vacation in accordance with paragraph 8.1.1.

9 Assets, Sub-Contracts and Software

General Provisions

- 9.1 Following expiry or termination (however arising) of this Contract (or any relevant part of it) and during each Exit Period, the Contractor shall not, without the Authority's approval:
 - 9.1.1 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
 - 9.1.2 terminate, enter into or vary any licence for software in connection with the Contractor Deliverables.
- 9.2 Following receipt of the relevant information (including registers) provided by the Contractor pursuant to paragraph 7.4 above, the Authority may provide written notice to the Contractor setting out:
 - 9.2.1 which Assets the Authority requires to be transferred to the Authority (or the Follow-On Contractor or Third Party); and
 - 9.2.2 which Sub-Contracts and other agreements the Authority requires to be assigned or novated to the Authority (or the Follow-On Contractor or Third Party) (together, the "**Transferring Contracts**").
- 9.3 Where requested, the Contractor shall provide all reasonable assistance to the Authority (and the Follow-On Contractor or Third Party) to enable it to determine which Assets and Transferring Contracts the Authority (or the Follow-On Contractor or Third Party) requires in order to provide the Contractor Deliverables. Access to Assets may be required by the Authority (or the Follow-On Contractor or Third Party) before the date of any termination or expiry in accordance with the Exit Plan in order to continue to deliver the Contractor Deliverables or business as usual and consent to this shall not be unreasonably withheld or delayed by the Contractor.

Further Provisions on Transferring Contracts

- 9.4 The Contractor shall assign or procure the novation to the Authority (or the Follow-On Contractor or Third Party) of the Transferring Contracts. The Contractor shall execute such documents and provide such other assistance as the Authority reasonably requires to affect this novation or assignment.
- 9.5 The Authority shall:

- 9.5.1 accept assignments from the Contractor or join with the Contractor in procuring a novation of each Transferring Contract; and
 - 9.5.2 once a Transferring Contract is novated or assigned to the Authority (or the Follow-On Contractor or Third Party), carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract.
- 9.6 The Contractor shall hold any Transferring Contracts on trust for the Authority (or the Follow-On Contractor or Third Party) until such time as the transfer of such Transferring Contract to the Authority (or the Follow-On Contractor or Third Party) has been affected.
- 9.7 The Contractor shall indemnify the Authority (and the Follow-On Contractor or Third Party) against all Losses arising out of or in connection with any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (or the Follow-On Contractor or Third Party) pursuant to paragraph 9.4 above in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Such indemnification shall be provided pursuant to Clause 32 (*Indemnity and Liabilities*).

IPR

- 9.8 For the avoidance of doubt, the provisions in paragraphs 9.1 to 9.7 above shall not apply to Intellectual Property Rights, the transfer of which shall be managed in accordance with Schedule 14 (*IPR*).

10 Other

- 10.1 Where this Schedule 17 (*Exit Plan*) requires the Contractor to provide data, information and/or materials, including any relevant information and any Exit Management Information, the Contractor shall provide such data, information or materials in the format specified in this Schedule 17 (*Exit Plan*), or in the absence of such format being specified, shall provide such data, information and/or materials in their then current format or in a format reasonably requested by the Authority. Where such data, information and/or materials are provided in an alternative format, the Contractor shall ensure the accuracy and completeness of such data, information or materials is not adversely affected by the conversion to that format.
- 10.2 Within twenty (20) Working Days of being asked to do so by the Authority, the Contractor shall provide the Authority with a breakdown of any Exit Management Information (including any relevant information) so that the Authority is able to identify which of such information relates to one or more of the Contractor Deliverables (or one or more parts of the Contractor Deliverables). The Authority may from time to time require the Contractor to break down, or otherwise divide, the Exit Management Information and the Contractor shall provide such break downs to the Authority (and the Follow-On Contractor or Third Party) within ten (10) Working Days from the relevant request.
- 10.3 Any material breach of the obligations that the Contractor is obliged to perform pursuant to this Schedule during the Exit Period shall be a material breach of this Contract.
- 10.4 Except as expressly stated in any Exit Plan, the obligations stated in the Exit Plan shall be in addition to, and not in substitution for the provision of the Contractor Deliverables

and the Contractor shall continue to provide the Contractor Deliverables on the terms and conditions of this Contract.

Appendix 1

Exit Plan Product Description

1 Introduction

- 1.1 The Exit Plan shall meet the requirements of the Exit Plan Product Description set out in this Appendix 1.

2 Format of Product

- 2.1 The Contractor shall prepare the Exit Plan in electronic format, readable by Microsoft Office, Adobe Reader or other application agreed by the Parties. All of the content of the Exit Plan shall be supported by a Gantt chart that shows the timetable for all of the activities to be undertaken before, during and after each Exit Period. The final Exit Plan will have a fully detailed Gantt chart that shows the timetable for all of the activities to be undertaken before, during and after each Exit Period.

3 Content

- 3.1 The Exit Plan shall include:

- 3.1.1 details of the activities to be performed by the Parties before, during and after each Exit Period, and set out the key milestones, trigger events (such as the serving of a Termination Notice) and the required resourcing for such activities;
- 3.1.2 a draft timetable of the activities to be performed by the Parties;
- 3.1.3 the Contract Price for the implementation of the Exit Plan;
- 3.1.4 details (including the name and contact details) of the Parties' point of contact for issues relating to Exit Management;
- 3.1.5 the Contractor's management structure to be implemented during each Exit Period;
- 3.1.6 details of methods the Contractor shall use to report on the progress of the Exit Plan and the frequency of such reports;
- 3.1.7 at such time as such information is known after the relevant Termination Notice has been served or prior to expiry of this Contract, the scope of the exit, which shall include:
 - (i) confirmation of the Contractor Deliverables that are terminating or expiring;
 - (ii) a description of the Contractor Deliverables at the beginning of each Exit Period, including details of any work in progress;
 - (iii) a description of the Contractor Deliverables at the conclusion of each Exit Period; and
 - (iv) details of the scope of the exit assistance that may be required for the benefit of the Authority;

- 3.1.8 details of all the Assets that are to be transferred to the Authority (or the Follow-On Contractor or Third Party) and for each of those Assets:
- (i) details of the process to novate or assign the relevant Transferring Contracts, including relevant meetings between the relevant parties; and
 - (ii) details of the process for transferring the Assets that are to be transferred to the Authority (or the Follow-On Contractor or Third Party), including details of any documentation that needs to be signed to implement the transfer and the proposed dates for finalising and executing such documentation;
- 3.1.9 details of how the Assets shall transfer to the Authority (or the Follow-On Contractor or Third Party) and details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Contractor or its Sub-Contractors (where applicable) and details of how the Contractor Deliverables would be provided (if required) during each Exit Period;
- 3.1.10 details of the processes that the Contractor uses to deal with risks arising in relation to the transfer of the Assets to the Authority (or the Follow-On Contractor or Third Party);
- 3.1.11 details of individuals (posts and responsibilities) who shall be made available by the Contractor to facilitate the re-procurement and exit of the Contractor Deliverables in accordance with this Schedule;
- 3.1.12 relevant information regarding the transfer of security related processes and arrangements, such as information security and physical and logical access control;
- 3.1.13 details of the significant risks, issues, assumptions and dependencies as they apply to the Exit Plan, provided that any new GFA shall be agreed through the Change Procedure and shall not be construed as being GFA until they have been agreed through this procedure;
- 3.1.14 descriptions of the activities required to ensure that the Contractor continues to provide the Contractor Deliverables in accordance with this Contract;
- 3.1.15 details as to how the Contractor will ensure that there will be minimum disruption in the provision of the Contractor Deliverables whilst the Contractor Deliverables are transferred to the Authority (or the Follow-On Contractor or Third Party) (including details of any mitigation and contingency planning, briefing papers, training materials, training to be provided and access required to Contractor Premises) to ensure that there is no deterioration in the quality of delivery of the Contractor Deliverables during each Exit Period;
- 3.1.16 Transition Plans for all roles which the Contractor is undertaking six (6) months prior to the end of the Contract Period however extended in accordance with the terms of this Contract and, in the event of early termination, how succession planning will be implemented in order to

enable transition of from the Contractor to the Authority or a Follow-on Contractor or Third Party, accounting for the need to potentially transition roles from the Contractor to the Authority during the term of the Contract when the Authority recruits staff. This change would be managed with the Task Order Process in Schedule 10 to this Contract;

- 3.1.17 details of any on-going projects or other work carried out pursuant to this Contract; and
- 3.1.18 details of the procedures to be followed to ensure that all GFA is to be erased (as applicable).

Appendix 2

Exit Plan as at Effective Date

Appendix 2 (*Exit Plan as at Effective Date*) of this Schedule 17 (*Exit Plan*) is the document in the Agreed Form, entitled “*Exit Plan*”

Schedule 18

[xxx]

Schedule 19

Product Descriptions

Schedule 19 (*Product Descriptions*) is the documents in the Agreed Form, in the file entitled "*Product Descriptions*"

Schedule 20

BATCIS Key Personnel

[Roles to be defined at a later date based on MOD project requirements and added to the Contract through the Change Process]

1 Functional SOR 1 – P3M

	Key Personnel Role	Name
1		
2		
3		
4		

2 Functional SOR 2 – Cost Estimation

	Key Personnel Role	Name
1		

3 Functional SOR 3 – Requirements

	Key Personnel Role	Name
1		

4 Functional SOR 4 – ILS

	Key Personnel Role	Name
1		
2		

5 Functional SOR 5 – Engineering

	Key Personnel Role	Name
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

6 Delivery Lane SOR 1 – TacCIS

	Key Personnel Role	Name
1		
2		
3		
4		

7 Delivery Lane SOR 2 – Futures

	Key Personnel Role	Name
1		
2		

8 Delivery Lane SOR 3 – TRUNK

Serial	Key Personnel Role	Name
1		
2		
3		
4		

9 Delivery Lane SOR 4 – DC3I

Serial	Key Personnel Role	Name
1		

10 Delivery Lane SOR 5 – In Service

	Key Personnel Role	Name
1		

11 Other

	Key Personnel Role	Name
1		

Schedule 21

Transfer Regulations

Part 1 - Employee Transfer Arrangements on Entry

1 Not used

2 Previous Contractor Employees

2.1 Employee Information

2.1.1 The Authority has provided to the Contractor the information listed in Part A of Appendix 1 of this Part 1 of Schedule 21 (*Transfer Regulations*) (*Personnel Information to be Released by the Authority* pursuant to this Contract) in respect of Previous Contractor Employees.

2.1.2 The Authority may provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.

2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven (7) Working Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.

2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 is and shall be provided in an anonymous form in order to enable its disclosure.

2.1.5 Not used.

2.1.6 Not used.

2.1.7 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1 and such information shall be subject to the provisions of Clause 38 (*Authority Disclosed Data*) of this Contract.

2.2 Obligations in respect of Previous Contractor Employees

2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Contractor Deliverables under this Contract will constitute a Relevant Transfer.

2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the

Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.

2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses, damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable VAT and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (i) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (ii) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations;
- (iii) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date; and
- (iv) any variations or proposed variations to any Previous Contractor Employee’s terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 General provisions applicable to Previous Contractor Employees and Contractor Personnel

3.1 Contractor Indemnity

- 3.1.1 The Contractor shall indemnify and hold harmless the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Contractor Deliverables during the term of this Contract.

3.2 **Post Transfer Reporting**

- 3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Contractor Deliverables:
- (i) any proposed, agreed or imposed changes to terms and conditions of service;
 - (ii) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised trade union;
 - (iii) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
 - (iv) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
 - (v) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

Appendix 1 to Part 1

Part 1 – Personnel Information to be released by the Authority pursuant to this Contract

Part A

- 1 Pursuant to paragraph 2.1.1 of Part 1 of this Schedule 21 (*Transfer Regulations*) the Authority will provide the following information to the extent that it is not included within the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996:
 - 1.1 Personal, Employment and Career
 - 1.1.1 Age;
 - 1.1.2 Security Vetting Clearance;
 - 1.1.3 Job title;
 - 1.1.4 Work location;
 - 1.1.5 Conditioned hours of work;
 - 1.1.6 Employment Status;
 - 1.1.7 Details of training and operating licensing required for Statutory and Health and Safety reasons;
 - 1.1.8 Details of training or sponsorship commitments;
 - 1.1.9 Standard Annual leave entitlement and current leave year entitlement and record;
 - 1.1.10 Annual leave reckonable service date;
 - 1.1.11 Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
 - 1.1.12 Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
 - 1.1.13 Issue of Uniform/Protective Clothing;
 - 1.1.14 Working Time Directive opt-out forms; and
 - 1.1.15 Date from which the latest period of continuous employment began.
 - 1.2 Performance Appraisal
 - 1.2.1 The current year's Performance Appraisal;
 - 1.2.2 Current year's training plan (if it exists); and

- 1.2.3 Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.3 Superannuation and Pay

- 1.3.1 Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- 1.3.2 Annual salary and rates of pay band/grade;
- 1.3.3 Shifts, unsociable hours or other premium rates of pay;
- 1.3.4 Overtime history for the preceding twelve-month period;
- 1.3.5 Allowances and bonuses for the preceding twelve-month period;
- 1.3.6 Details of outstanding loan, advances on salary or debts;
- 1.3.7 Cumulative pay for tax and pension purposes;
- 1.3.8 Cumulative tax paid;
- 1.3.9 National Insurance Number;
- 1.3.10 National Insurance contribution rate;
- 1.3.11 Other payments or deductions being made for statutory reasons;
- 1.3.12 Any other voluntary deductions from pay;
- 1.3.13 Pension Scheme Membership;
- 1.3.14 For pension purposes, the notional reckonable service date;
- 1.3.15 Pensionable pay history for three years to date of transfer;
- 1.3.16 Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- 1.3.17 Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- 1.4.1 Sickness and absence records for the immediately preceding four-year period; and
- 1.4.2 Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

- 1.5.1 Details of any active restoring efficiency case for reasons of performance; and
- 1.5.2 Details of any active disciplinary cases where corrective action is ongoing.

1.6 Further information

- 1.6.1 Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- 1.6.2 Short term variations to attendance hours to accommodate a domestic situation;
- 1.6.3 Individuals that are members of the Reserves, or staff may have been granted special leave as a School Governor; and
- 1.6.4 Information about any maternity or other statutory leave or other absence from work.

Part B

1 Information to be provided twenty eight (28) days prior to the Relevant Transfer Date:

- 1.1 Employee's full name;
- 1.2 Date of Birth;
- 1.3 Home address; and
- 1.4 Bank/building society account details for payroll purposes Tax Code.

Part 2 – Employee Transfer Arrangements on Exit

1 Not Used.

2 Employment

Information on Re-tender, Partial Termination, Termination or Expiry.

- 2.1 The Contractor shall and shall procure that any Employing Sub-Contractor shall:
- 2.1.1 not later than two (2) years preceding the Expiry Date;
 - 2.1.2 not later than two (2) years prior to a potential Subsequent Transfer Date;
 - 2.1.3 as soon as possible following service of any notice to terminate this Contract on the Contractor by the Authority in respect of the provision of any of the Contractor Deliverables (whether in whole or part); or
 - 2.1.4 as soon as possible following receipt by the Contractor of a written request by the Authority, at any time during the Contract Period:
 - (i) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
 - (ii) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Part 2 of Schedule 21 (*Transfer Regulations*) relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Contractor Deliverables or part of the Contractor Deliverables under this Contract who may be subject to a Subsequent Relevant Transfer;
 - (iii) provide the information on or before the relevant date when such information is required to be provided (in accordance with paragraphs 2.1.1 and 2.1.2) or promptly following the service of a notice to terminate this Contract (in part or in whole) (in accordance with paragraph 2.1.3) or a written request for information (in accordance with paragraph 2.1.4) in all cases at no cost to the Authority;
 - (iv) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Contractor Deliverables or part of the Contractor Deliverables provided pursuant to this Contract; and
 - (v) inform the Authority of any changes to the information provided under paragraph 2.1.4(i) or 2.1.4(ii) up to the Subsequent Transfer Date as soon as reasonably practicable (whether or not the Authority gives notice to the Contractor requiring such updates).
- 2.2 The Contractor shall:
- 2.2.1 No later than three (3) months preceding expiry of this Contract;

- 2.2.2 Within two (2) weeks following receipt by the Contractor of a notice to terminate this Contract or the provision of any of the Contractor Deliverables (whether in whole or part); and
- 2.2.3 Within two (2) weeks following receipt of a written request from the Authority:
- (i) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 to Part 2 of this Schedule 21 (*Transfer Regulations*) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - (ii) without prejudice to the provisions of paragraph 2.1.4(v) inform the Authority and/or any New Provider of any changes to the information provided under paragraph 2.2.3(ii) up to any Subsequent Transfer Date as soon as reasonably practicable; and
 - (iii) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.3 No later than twenty eight (28) days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 21 (*Transfer Regulations*) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.
- 2.4 Paragraphs 2.1 and 2.2 of this Part 2 of Schedule 21 (*Transfer Regulations*) are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1 and 2.2. Notwithstanding this paragraph 2.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Contractor Deliverables, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under paragraph 2.1 and 2.2 above, the Contractor shall provide full data to the Authority no later than twenty eight (28) days prior to the Subsequent Transfer Date.
- 2.5 After the first to occur of:
- 2.5.1 The date which is six (6) months prior to the Expiry Date;
 - 2.5.2 The service of a notice to terminate this Contract or the provision of any of the Contractor Deliverables (whether in whole or in part);
 - 2.5.3 The notification to the Contractor by the Authority of New Provider; and

2.5.4 a written request by the Authority (made at any time during the Contract Period),

the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- (i) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Contractor Deliverables under this Contract; or
- (ii) replace or re-deploy from the Contractor Deliverables any person wholly or mainly employed or engaged in providing the Contractor Deliverables, or materially increase or decrease the number of persons performing the Contractor Deliverables under this Contract or the working time spent on the Contractor Deliverables (or any part thereof); or
- (iii) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Contractor Deliverables (or any part thereof) any duties unconnected with the Contractor Deliverables (or any part thereof) under this Contract; or
- (iv) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Contractor Deliverables (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1, 2.2, 2.3 or 2.5 of this Part 2 of this Schedule 21 (*Transfer Regulations*).

2.6 The Authority may at any time prior to the period set out in paragraph 2.5 of this Part 2 of this Schedule 21 (*Transfer Regulations*), request from the Contractor any of the information in paragraphs 1.1 to 1.4 of Appendix 1 to this Part 2 of this Schedule 21 (*Transfer Regulations*) and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within twenty eight (28) days of receipt of that request.

3 Obligations in Respect of Subsequent Transferring Employees

3.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this Contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

3.1.1 before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and

- 3.1.2 comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

4 Unexpected Subsequent Transferring Employees

- 4.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten (10) Working Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- 4.1.1 the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

- 4.1.2 if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved, the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at 4.1.3(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

- 4.1.3 the Contractor shall indemnify and hold harmless the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:

- (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 4.1.2;
- (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
- (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person;

- (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) [xxx]
 - (vi) legal and other professional costs reasonably incurred;
- 4.1.4 the Authority shall be deemed to have waived its right to an indemnity under paragraph 4.1.3 if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 4.

5 Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

- 5.1 If on the expiry, termination or partial termination of this Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify and hold harmless the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.
- 5.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:
- 5.2.1 any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date; and
 - 5.2.2 subject to paragraph 5.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to

any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Contractor Deliverables by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 5.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority or a New Provider or any sub-contractor of a New Provider on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 5.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

6 Contracts (Rights of Third Parties) Act 1999

- 6.1 A New Provider may enforce the terms of paragraph 4 and 5 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 6.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 6.3 Nothing in this paragraph 6 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

7 General

- 7.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 21 (*Transfer Regulations*) where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1 to Part 2

Contractor Personnel-Related Information to be released upon Re-Tendering where the Transfer Regulations Apply

- 1 Pursuant to paragraph 2.1.4(ii) of this Part 2 of this Schedule 21 (*Transfer Regulations*), the following information will be provided:
 - 1.1 the total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Contractor Deliverables and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - 1.2 the total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - 1.3 the preceding twelve (12) months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime); and
 - 1.4 the total redundancy liability including any enhanced contractual payments.
- 2 In respect of those employees included in the total at paragraph 1.1 above, the following information:
 - 2.1 Age (not date of Birth);
 - 2.2 Employment Status (i.e. Fixed Term, Casual, Permanent);
 - 2.3 Length of current period of continuous employment (in years, months) and notice entitlement;
 - 2.4 Weekly conditioned hours of attendance (gross);
 - 2.5 Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - 2.6 Pension Scheme Membership;
 - 2.7 Pension and redundancy liability information;
 - 2.8 Annual Salary;
 - 2.9 Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - 2.10 Details of attendance patterns that attract enhanced rates of pay or allowances;
 - 2.11 Regular/recurring allowances; and
 - 2.12 Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants).

- 3 The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided twenty eight (28) days prior to the Subsequent Transfer Date.
- 4 The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1.1 of this Appendix 1.

Appendix 2 to Part 2

Personnel Information to be released pursuant to this Contract

Part A

- 1 Pursuant to paragraph 2.2 of this Part 2 of this Schedule 21 (*Transfer Regulations*), the following information will be provided save to the extent that it is already included within the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996:

1.1 Personal, Employment and Career

- 1.1.1 Age;
- 1.1.2 Security Vetting Clearance;
- 1.1.3 Job title;
- 1.1.4 Work location;
- 1.1.5 Conditioned hours of work;
- 1.1.6 Employment Status;
- 1.1.7 Details of training and operating licensing required for Statutory and Health and Safety reasons;
- 1.1.8 Details of training or sponsorship commitments;
- 1.1.9 Standard Annual leave entitlement and current leave year entitlement and record;
- 1.1.10 Annual leave reckonable service date;
- 1.1.11 Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- 1.1.12 Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- 1.1.13 Issue of Uniform/Protective Clothing;

- 1.1.14 Working Time Directive opt-out forms; and
- 1.1.15 Date from which the latest period of continuous employment began.
- 1.2 Performance Appraisal
 - 1.2.1 The current year's Performance Appraisal;
 - 1.2.2 Current year's training plan (if it exists); and
 - 1.2.3 Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;
- 1.3 Superannuation and Pay
 - 1.3.1 Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
 - 1.3.2 Annual salary and rates of pay band/grade;
 - 1.3.3 Shifts, unsociable hours or other premium rates of pay;
 - 1.3.4 Overtime history for the preceding twelve-month period;
 - 1.3.5 Allowances and bonuses for the preceding twelve-month period;
 - 1.3.6 Details of outstanding loan, advances on salary or debts;
 - 1.3.7 Cumulative pay for tax and pension purposes;
 - 1.3.8 Cumulative tax paid;
 - 1.3.9 National Insurance Number;
 - 1.3.10 National Insurance contribution rate;
 - 1.3.11 Other payments or deductions being made for statutory reasons;
 - 1.3.12 Any other voluntary deductions from pay;
 - 1.3.13 Pension Scheme Membership;
 - 1.3.14 For pension purposes, the notional reckonable service date;
 - 1.3.15 Pensionable pay history for three years to date of transfer;
 - 1.3.16 Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
 - 1.3.17 Percentage of pay currently contributed under any added years arrangements.
- 1.4 Medical
 - 1.4.1 Sickness and absence records for the immediately preceding four-year period; and

- 1.4.2 Details of any active restoring efficiency case for health purposes.
- 1.5 Disciplinary
 - 1.5.1 Details of any active restoring efficiency case for reasons of performance; and
 - 1.5.2 Details of any active disciplinary cases where corrective action is ongoing.
- 1.6 Further information
 - 1.6.1 Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
 - 1.6.2 Short term variations to attendance hours to accommodate a domestic situation;
 - 1.6.3 Individuals that are members of the Reserves, or staff may have been granted special leave as a School Governor; and
 - 1.6.4 Information about any maternity or other statutory leave or other absence from work.

Part B

- 1 Information to be provided twenty eight (28) days prior to the Subsequent Transfer Date:
 - 1.1 Employee's full name;
 - 1.2 Date of Birth;
 - 1.3 Home address; and
 - 1.4 Bank/building society account details for payroll purposes Tax Code.

Schedule 22

Not Used

Schedule 23

Not Used.

Schedule 24

Outcomes and Open Book Data and Audit Reports

Part 1

1 Intended Outcomes

1.1 The Contractor acknowledges that the provisions of this Schedule are:

- 1.1.1 in addition to any audit rights or other rights of the Authority to receive information from the Contractor; and
- 1.1.2 are designed (inter alia) to facilitate, and the Contractor shall co-operate with the Authority in order to achieve, the outcomes including enabling:
 - (i) the Authority to understand any payment sought from it by the Contractor including an analysis of the Costs, and time spent by Contractor Personnel in providing the Contractor Deliverables;
 - (ii) both Parties to understand the Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
 - (iii) both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Contractor Deliverables;
 - (iv) both Parties to challenge each other with ideas for efficiency and improvements; and
 - (v) the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices.

Part 2

1 Open Book Data

- 1.1 The Contractor acknowledges the Authority's need for complete transparency in the way in which the Contract Price, Firm Price, Gross Monthly Payment, Task Order 1 Firm Price and Task Order 1 Adjustment Firm Price are calculated.
- 1.2 During the Contract Period, and for a period of eighteen (18) months following the end of the Contract Period, the Contractor shall:
 - 1.2.1 maintain and retain the Open Book Data; and
 - 1.2.2 disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

Part 3

1 Access to Open Book Data

- 1.1 During the Contract Period, and for a period of eighteen (18) months following the end of the Contract Period, the Contractor shall make available the Financial

Representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Open Book Data.

- 1.2 If the Contractor becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:
 - 1.2.1 the Costs incurred (or those forecast to be incurred) by the Contractor; and/or
 - 1.2.2 the Contract Price for the remainder of the Contract Period, the Contractor shall, as soon as practicable, notify the Authority in writing of the event in question detailing the actual or anticipated effect. (For the avoidance of doubt, notifications provided in accordance with this paragraph 1.2.2 shall not have the effect of amending any provisions of this Contract).

Part 4

1 Audit Rights

- 1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Contract Period and for a period of eighteen (18) months hereafter, to assess compliance by the Contractor of the Contractor's obligations under this Contract, including for the following purposes:
 - 1.1.1 to verify the accuracy of the Contract Price and any other amounts payable by the Authority under this Contract (and proposed or actual variations to such Contract Price and payments);
 - 1.1.2 to verify the Costs (including the amounts paid to all Sub-contractors and any Third Party Contractors);
 - 1.1.3 to verify the Open Book Data;
 - 1.1.4 to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security (and in these circumstances the Authority shall have no obligation to inform the Contractor of the purpose or objective of its investigations);
 - 1.1.5 to the extent permitted by law, to identify or investigate any circumstances which may impact upon the financial stability of the Contractor, the provider of the Parent Company Guarantee and/or any Sub-Contractors or their ability to perform the Contractor Deliverables;
 - 1.1.6 to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 1.1.7 to review any books of account and the internal contract management accounts kept by the Contractor in connection with this Contract;
 - 1.1.8 to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;

- 1.1.9 to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 1.1.10 to verify the accuracy and completeness of any management information delivered or required by this Agreement;
 - 1.1.11 to review any Monthly Performance Report (as more particularly referred to in Schedule 8 (*Governance and Management*) and/or other records relating to the Contractor's performance of the Contractor Deliverables and to verify that these reflect the Contractor's own internal reports and records; and
 - 1.1.12 to review the integrity, confidentiality and security of the Authority Data.
- 1.2 Nothing in this Contract shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Contractor for the purposes of and pursuant to applicable Legislation.

2 Conduct of Audits

- 2.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Contractor Deliverables.
- 2.2 Subject to the Authority's obligations of confidentiality as set out in Clause 41 (*Disclosure of Information*), the Contractor shall, on demand, provide the Authority and the Audit Agents with all reasonable cooperation and assistance (and shall procure such co-operation and assistance from its Sub-Contractors) in relation to each audit, including:
- 2.2.1 all information requested by the Authority within the permitted scope of the audit;
 - 2.2.2 reasonable access to any Contractor's Premises and to any equipment used (whether exclusively or non-exclusively) in the performance of the Contractor Deliverables;
 - 2.2.3 access to the Contractor System; and
 - 2.2.4 access to Contractor Personnel.
- 2.3 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Contractor Deliverables against the applicable performance indicators (as more particularly referred to in Schedule 6 (*Incentivisation*) at a level of detail sufficient to verify compliance with the performance indicators.
- 2.4 The Authority shall seek to (but is not obliged to) provide fifteen (15) Working Days' notice of its intention to conduct an audit.
- 2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this paragraph 2, unless

the audit identifies any material inaccuracy and/or a number of lesser inaccuracies by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

3 Response to Audits

3.1 If an audit undertaken pursuant to this Schedule 24 (*Open Book Data and Audit Rights*) identifies that:

3.1.1 the Contractor has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Contractor to:

- (i) correct such Default as soon as reasonably practicable; and/or
- (ii) where the Default is a Contractor Default of the kind referred to in Clause 69.3 (*Termination for Contractor Default*), to comply with the provisions of Clauses 69.3 to 69.6 (*Rectification*);

3.1.2 there is an error in any Open Book Data, the Contractor shall (without prejudice to any other input of the Authority under this Contract) promptly rectify the error;

3.1.3 the Authority has overpaid the whole or part of the Contract Price, the Contractor shall pay to the Authority:

- (i) the amount overpaid;
- (ii) interest on the amount overpaid at the Prescribed Rate; and
- (iii) the reasonable costs incurred by the Authority in undertaking the audit, (provided always that the Authority may exercise its right to deduct such amount from the Contract Price if it prefers); and
- (iv) the Authority has underpaid the whole or part of the Contract Price, the Contractor shall not be entitled to increase the Contract Price paid or payable by the Authority.

Schedule 25

Security Conditions

1 Definitions

- 1.1 The terms defined in this Schedule 25 (*Security Conditions*) shall have the meaning set out in this Schedule 25 (*Security Conditions*).

2 Security Grading

- 2.1 The Contractor shall mark all OFFICIAL-SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification.

3 Official Secrets Acts

- 3.1 The Contractor acknowledges that it shall not be entitled to any payment in connection with carrying out its obligations in this Schedule 25 (*Security Conditions*).

4 Protection of OFFICIAL and OFFICIAL-SENSITIVE Information

[xxx]

5 Audit

- 5.1 When required by the Authority, the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractor's Premises, its processes and facilities by the Authority and/or representatives of the Authority at any time to verify compliance by the Contract with Schedule 25 (*Security Conditions*).

Appendix

OFFICIAL

Security Aspects Letter

[xxx]

Schedule 26

DEFFORMS

DEFFORM 539A Edn 01/22

Tenderer's Sensitive Information

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

[illegible]

Publishable Performance Information - Key Performance Indicator Data Report

Contract No: BATCIS/0288 BATCIS PRIVATE SECTOR SUPPORT AMENDMENT 6

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Quality	<p>Good*:</p> <ul style="list-style-type: none"> (i) all Key Deliverables which are due to be delivered in the relevant Contract Month are delivered in the relevant Contract Month and are determined by the Authority to be delivered in accordance with this Contract; and (ii) 90% or more of the Standard Deliverables which are due to be delivered in the relevant Contract Month are delivered in the relevant Contract Month and are determined by the Authority to be delivered in accordance with this Contract; and (iii) The Contractor has also registered a "Pass" for KPI 1.2 	Monthly				
	Approaching Target: N/A					
	Requires Improvement: N/A					
	Inadequate:					

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	(i) any of the Key Deliverables which are due to be delivered in the relevant Contract Month are determined by the Authority to not have been delivered in accordance with this Contract; and/or (ii) 10% or more of the Standard Deliverables which are due to be delivered in the relevant Contract Month are determined by the Authority to not have been delivered in accordance with this Contract; and/or (iii) the Contractor has registered a "Fail" for KPI 1.2.					
Delivery	Good*: (i) all Key Deliverables which are due to be delivered in the relevant Contract Month have been delivered to the Authority on the relevant date as set out in the Contract Programme for Programmed Contractor Deliverables or such date notified by the Authority to the Contractor from time to time for Unprogrammed Contractor Deliverables; and (ii) 90% or more of the Standard Deliverables which are due to be delivered in the relevant Contract Month have been delivered to the Authority on the relevant date as set out in the Contract programme for Programmed Contractor Deliverables or such date	Monthly				

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	<p>notified by the Authority to the Contractor from time to time for Unprogrammed Contractor Deliverables; and</p> <p>(iii) the Contractor has also registered a "Pass" for KPI 1.1.</p>					
	Approaching Target: N/A					
	Requires Improvement: N/A					
	<p>Inadequate:</p> <p>(iv) any Key Deliverables which are due to be delivered in the relevant Contract Month have not been delivered to the Authority on the relevant date as set out in the Contract Programme for Programmed Contractor Deliverables or such date notified by the Authority to the Contractor from time to time, for Unprogrammed Contractor Deliverables; and/or</p> <p>(v) 10% or more of the Standard Deliverables which are due to be delivered in the relevant Contract Month have not been delivered to the Authority on the relevant date as set out in the Contract Programme for Programmed</p>					

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	<p>Contractor Deliverables or such date notified by the Authority to the Contractor from time to time for Unprogrammed Contractor Deliverables; and/or</p> <p>(vi) the Contractor has registered a “Fail” for KPI 1.1.</p>					
Compliance	<p>Good*:</p> <p>This KPI will be scored “Pass” if the Authority determines that the Contractor has complied with Clause 11 (Contractor Related Parties) for the then relevant Contract Month.</p>	Monthly				
	Approaching Target: N/A					
	Requires Improvement: N/A					
	<p>Inadequate:</p> <p>This KPI will be scored “Fail” if the Authority determines that the Contractor has failed to comply with Clause 11 (Contractor Related Parties) for the then relevant Contract Month.</p>					
Social Value KPI 4	Good*: TBC	Quarterly				
	Approaching Target: TBC					

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	Requirements Improvement: TBC					
	Inadequate: TBC					

*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published.

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.