

Award Form

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	The Lord Chancellor acting as part of the Crown whose offices are at 102 Petty France, London SW1H 9AJ
2. Supplier	Name: Spence & Partners Limited Address: Linen Loft, Adelaide Street, Belfast, Northern Ireland, BT2 8FE Registration number: NI037760 SID4GOV ID: N/A
3. Contract	This contract between the Buyer and the Supplier is for the supply of Deliverables, being the administration of the Judicial Pension Scheme - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference 360867/1412595 (FTS Contract Notice).
4. Contract reference	25332
5. Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier, including missing, incomplete or inaccurate member data; incorrect instructions in connection with agreed benefit specifications for the Scheme and the method of calculating member benefits.
6. Collaborative working principles	The Collaborative Working Principles apply to the Contract. See Clause 3.1.3 for further details.

7.	Financial Transparency Objectives	The Financial Transparency Objectives apply to the Contract. See Clause 6.3 for further details.
8.	Start Date Service Commencement Date	The Start Date on which the Transition Period shall commence shall be 1 October 2025 The Service Commencement Date on which the Core Services shall commence shall be 1 October 2026
9.	Expiry Date	30 September 2031
10.	Extension Period	Further period up to 30 September 2033 Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires
11.	Ending the Contract without a reason	The Buyer may terminate the Contract in accordance with Clause 14.3 provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 Year.
12.	Incorporated Terms (together these documents form the " Contract ")	The following documents are incorporated into the Contract. Where numbers are missing the Schedules are not being used. If there is any conflict, the following order of precedence applies: (a) This Award Form (b) The Special Terms (see Section 13 (Special Terms) in this Award Form) (c) Core Terms (d) Schedule 36 (Intellectual Property Rights) (e) Schedule 1 (Definitions) (f) Schedule 6 (Transparency Reports) (g) Schedule 20 (Processing Data) (h) The following Schedules (in equal order of precedence): (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 8 (Implementation Plan & Testing) (vi) Schedule 10 (Service Levels) (vii) Schedule 11 (Continuous Improvement)

		(viii) Schedule 12 (Benchmarking) (ix) Schedule 13 (Contract Management) (x) Schedule 14 (Business Continuity and Disaster Recovery) (xi) Schedule 16 (Security) (xii) Schedule 19 (Cyber Essentials Scheme) (xiii) Schedule 21 (Variation Form) (xiv) Schedule 22 (Insurance Requirements) (xv) Schedule 23 (Guarantee) (xvi) Schedule 24 (Financial Difficulties) (xvii) Schedule 25 (Rectification Plan) (xviii) Schedule 26 (Sustainability) (xix) Schedule 27 (Key Subcontractors) (xx) Schedule 28 (ICT Services) (xxi) Schedule 29 (Key Supplier Staff) (xxii) Schedule 30 (Exit Management) (xxiii) Schedule 32 (Background Checks) (i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.
13. Special Terms		The Core Terms and the Schedules to the Mid-Tier Contract are amended with deletions to the Mid-Tier Contract shown in struck-through text and additions to the Mid-Tier Contract shown in underlined text.
14. Buyer's Environmental Policy		Climate Change and Sustainability Strategy 15 March 2024 available online at: Climate change and sustainability strategy - GOV.UK
15. Social Value Commitment		The Supplier shall, in providing the Deliverables and performing its obligations under the Contract, deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels).
16. Buyer's Security Requirements		Security Requirements: As set out in Schedule 16 (Security) and Schedule 2 (Specification)

	and Security and ICT Policy	Security Policy: HMG Baseline Personnel Security Standard: Government Baseline Personnel Security Standard For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy. For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy. ICT Policy: Cyber and Technical Security Guidance 14 August 2024 available online at: Security Guidance For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy. For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.
17.	Charges	Core Charges: [REDACTED] Transition Milestone Payments in accordance with the Transition Plan. Indexation is not applicable Details in Schedule 3 (Charges)
18.	Estimated Core Services Year 1 Core Charges	[REDACTED]
19.	Reimbursable expenses	None
20.	Payment method	The Supplier shall submit invoices to the Buyer in accordance with the Buyer's requirements set out in this section 20. 1 The Buyer issues purchase orders using Basware and, unless Approved otherwise, the Supplier shall, when invited, register on Basware. 2 If the Supplier registers on Basware, a valid invoice is an invoice issued through Basware, unless the invoice contains: (a) additional lines not included in the relevant purchase order; (b) line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant purchase order; or (c) Charges and/or volumes which have been increased without Approval.

		3 If, with Approval, the Supplier does not register on Basware, a valid invoice is an invoice which complies with the requirements below. 4 Other than invoices submitted through Basware, all invoices submitted to the Buyer must clearly state the word 'invoice' and contain: (a) a unique identification number (invoice number); (b) the Supplier's name, address and contact information; (c) the name and address of the department/agency in the Buyer with which the Supplier is working; (d) a clear description of the services being invoiced for; (e) the date the services were provided; (f) the date of the invoice; (g) the amount being charged; (h) VAT amount if applicable; (i) the total amount owed; (j) the purchase order number; and (k) the amount of the invoice in sterling or any other currency which is Approved. 5. Other than invoices submitted through Basware, all invoices submitted to the Buyer must meet the following criteria: (a) email size must not exceed 4mb; (b) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; (c) any supporting information, backing data etc. must be contained within the invoice PDF file; (d) not contain any lines for items which are not on the purchase order; (e) replicate, as far as possible, the structure of and the information contained in the purchase order in respect of the number of lines, line descriptions, price and quantity; and (f) if required by the Buyer, be submitted in a structured electronic invoice in an Electronic Data Interchange or XML formats.
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		6. Other than invoices submitted through Basware, all invoices submitted to the Buyer must, if requested by the Buyer, include: (a) timesheets for Supplier Staff engaged in providing the Services signed and dated by the Buyer's representative on the Buyer Premises on the day; (b) the name of the individuals to whom the timesheet relates and hourly rates for each individual; (c) identification of which individuals are Supplier Staff and which are Sub-Contractors' staff; (d) the address of the Buyer Premises and the date on which work was undertaken; (e) the time spent working on the Buyer Premises by the individuals concerned; (f) details of the type of work undertaken by the individuals concerned; (g) details of plant or materials operated and on standby; (h) separate identification of time spent travelling and/or meal or rest breaks; and (i) if appropriate, details of journeys made and distances travelled.
21. Service Levels		Service Credits will accrue in accordance with Schedule 10 (Service Levels) The Service Credit Cap is: 15% of the Core Charges The Service Period is 1 Month A Critical Service Level Failure is: In respect of KPI.2 (Payment Awards/Cessation), Service Level below 95% in any 1 Service Period shall be a Critical Service Level Failure. In respect of KPI.5 (Reporting), Service Level below 95% in any 3 consecutive Service Periods shall be a Critical Service Level Failure. In respect of any other KPI, Service Level below 92% in any 3 consecutive Service Periods for that KPI shall be a Critical Service Level Failure.
22. Liability		In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5

		million or 150% of the Estimated Core Services Yearly Core Charges In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £20 million
23.	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)]
24.	Progress Meetings and Progress Reports	The Supplier shall attend Transition Project Group meetings in accordance with Schedule 8 (Transition Plan and Testing). The Supplier shall attend Implementation Project Group meetings in accordance with Schedule 8 (Transition Plan and Testing). The Supplier shall attend meetings of the Performance Review Meetings and provide the Buyer with Performance Monitoring Reports and Rolling Case Volumes Reports in accordance with Schedule 10 (Service Levels). The Supplier shall attend Contract Management Review Meetings and Progress Board meetings in accordance with Schedule 13 (Contract Management).
25.	Guarantor	The Supplier's performance is guaranteed by 3173 Limited (Company number NI055847) of Linen Loft, Adelaide Street, Belfast, Northern Ireland, BT2 8FE and the Supplier has entered into a guarantee using the form in Schedule 23 (Guarantee)
26.	Virtual Library	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management) - the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and - the Supplier shall update the Virtual Library every year.
27.	Supplier's Contract Manager	

28.	Supplier Authorised Representative	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
29.	Supplier Compliance Officer	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
30.	Supplier Data Protection Officer	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
31.	Supplier Marketing Contact	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
32.	Key Subcontractors	N/A
33.	Buyer Authorised Representative	[REDACTED] [REDACTED] [REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	

Date:		Date:	
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CONTRACT FOR THE ADMINISTRATION OF THE JUDICIAL PENSION SCHEME

BETWEEN

THE LORD CHANCELLOR, ACTING AS PART OF THE CROWN

(BUYER)

AND

SPENCE & PARTNERS LIMITED

(SUPPLIER)

Core Terms – Mid-tier

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1. Definitions used in the contract

Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

- 2.1 If the Buyer decides to buy Deliverables under this Contract it must state its requirements using the Award Form. If allowed by the Regulations, the Buyer can:
 - 2.1.1 make changes to the Award Form;
 - 2.1.2 create new Schedules;
 - 2.1.3 exclude optional template Schedules; and
 - 2.1.4 use Special Terms in the Award Form to add or change terms.
- 2.2 The Contract:
 - 2.2.1 is between the Supplier and the Buyer; and
 - 2.2.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.
- 2.3 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.
- 2.4 The Supplier acknowledges that it has satisfied itself of all details relating to:
 - 2.4.1 the Buyer's requirements for the Deliverables;
 - 2.4.2 the Buyer's operating processes and working methods; and
 - 2.4.3 the ownership and fitness for purpose of the Buyer Assets, and it has advised the Buyer in writing of:
 - 2.4.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;
 - 2.4.5 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Contract.
- 2.5 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - 2.5.1 verify the accuracy of the Due Diligence Information; or
 - 2.5.2 properly perform its own adequate checks.

- 2.6 The Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.7 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Tender Response and this Contract;
- (b) using reasonable skill and care;
- (c) using Good Industry Practice;
- (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- (e) on the dates agreed; and
- (f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 **Goods clauses**

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.
- 3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.5 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.9 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14) days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.
- 3.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
- 3.2.12 The Buyer will not be liable for any actions, claims and Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 **Services clauses**

- 3.3.1 Late Delivery of the Services will be a Default of this Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.
- 3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

3.4 **Project Work**

- 3.4.1 The Buyer shall be entitled from time to time to request in writing the provision of any Project Work by the Supplier.
- 3.4.2 Upon it becoming apparent that Project Work is or is likely to be requested, the Buyer shall give the Supplier written notice specifying the circumstances and shall, as soon as possible thereafter, submit full and detailed particulars of the Project Work to the Supplier for agreement.
- 3.4.3 In the event any such Project Work is requested:
 - (a) the Supplier shall use reasonable endeavours to accept the Project Work;
 - (b) the Supplier shall as soon as reasonably possible either:
 - (i) notify the Buyer that it is unable to provide the Project Work setting out its reasons; or
 - (ii) notify the Buyer that (subject to the Parties agreeing the Project Plan and the Project Work Charges) it is able to provide the Project Work.

- 3.4.4 Where (subject to the Parties agreeing the Project Plan and the Project Work Charges) the Supplier is able to provide the Project Work, the Supplier shall submit to the Buyer as soon as practical but no later than ten (10) Working Days:
 - (a) A draft Project Plan; and
 - (b) an initial estimate of the likely Project Work Charges.
- 3.4.5 The Parties shall use all reasonable endeavours to agree the Project Plan which shall include:
 - (a) The Deliverables
 - (b) Any Project Work Milestones and their Project Work Milestone Dates;
 - (c) The roles and responsibilities of each Party (including the Supplier, Sub-contractors, the Buyer); and
 - (d) The profiles of the Supplier personnel resources to be deployed by the Supplier to undertake the Project Work.
- 3.4.6 The Parties shall use all reasonable endeavours to agree the Project Work Charges save that the Buyer shall always in its discretion be able to require the use of the Rate Card Charges.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.
- 4.2 All Charges:
 - 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 4.2.2 include all costs connected with the Supply of Deliverables.
- 4.3 The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and Transition Milestone(s) (if any) or Project Work Milestone(s) (if any).
- 4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

- 4.6 The Supplier must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.
- 4.7 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from a Buyer Cause:
 - 5.1.1 the Buyer cannot terminate this Contract under Clause 14.4.1;
 - 5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract;
 - 5.1.3 the Supplier is entitled to additional time needed to make the Delivery;
 - 5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;
 - 5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and
 - 5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

- 6.1 Not Used.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.
- 6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - 6.3.1 on or before the Effective Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within six (6) Months of the end of the Contract Period,
 - 6.3.4 and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.

- 6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - 6.4.1 Supplier's currently incurred or forecast future Costs; and
 - 6.4.2 forecast Charges for the remainder of this Contract,
 - 6.4.3 then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.5 The Buyer or an Auditor can Audit the Supplier.
- 6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.6.1 complies with the Supplier's operating procedures; and
 - 6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.7.1 all information within the permitted scope of the Audit;
 - 6.7.2 any Sites, equipment and the Supplier's ICT system used in the performance of this Contract; and
 - 6.7.3 the Supplier Staff.
- 6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.9.1 correcting any identified Default;
 - 6.9.2 rectifying any error identified in a Financial Report; and
 - 6.9.3 repaying any Charges that the Buyer has overpaid.
- 6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.10.1 tell the Buyer and give reasons;
 - 6.10.2 propose corrective action; and
 - 6.10.3 provide a deadline for completing the corrective action.
- 6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of this Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy (is used); and
 - 7.1.3 comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

8. Supply chain

8.1 Appointing Subcontractors

- 8.1.1 The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:
 - (a) manage Subcontractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Contract; and
 - (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.2 Mandatory provisions in Sub-Contracts

- 8.2.1 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
 - (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or
 - (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - (i) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in

- respect of environmental, social, equality or employment Law;
- (ii) require the Supplier to pay all Subcontractors in full, within thirty (30) days of receiving a valid, undisputed invoice; and
- (iii) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.3 When Sub-Contracts can be ended

- 8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;
 - (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - (d) the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - (e) the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Public Contracts Regulations 2015.

8.4 Competitive terms

- 8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 8.4.2 If the Buyer uses Clause 8.4.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

9. Rights and protection

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform this Contract;

- 9.1.2 this Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event; and
- 9.1.8 neither it nor, to the best of its knowledge the Supplier Staff, have committed a Prohibited Act prior to the Effective Date or been subject to an investigation relating to a Prohibited Act.
- 9.2 The warranties and representations in Clauses 2.7 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
 - 9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 All claims indemnified under this Contract must use Clause 30.
- 9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that clause by the Supplier.
- 9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

- 10.1 The Parties agree that the terms set out in Schedule 36 (Intellectual Property Rights) shall apply to this Contract.
- 10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

- 10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - 10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or
 - 10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.
- or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must

ensure that the Supplier Authorised Representative is available to attend.

- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2 what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3 when the Required Action will begin and how long it will continue for;
 - 13.1.4 whether the Buyer will require access to the Sites; and
 - 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall

reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:

13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or

13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

14.1 The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.

14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.

14.4 When the Buyer can end this Contract

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:

- (a) there's a Supplier Insolvency Event;
- (b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of the Buyer, are acceptable;
- (c) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- (d) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
- (e) there's any Material Default of this Contract;
- (f) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (g) there's a Default of Clauses 12, 31 or Schedule 28 (ICT Services) (where applicable);
- (h) the performance of the Supplier causes a Critical Service Level Failure to occur;
- (i) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);

- (j) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (k) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time this Contract was awarded;
- (l) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;
- (m) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables; or
- (n) the Supplier fails to enter into or to comply with an Admission Agreement under Part D of Schedule 7 (Staff Transfer).

14.4.2 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate this Contract and Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1, 10.4 and 12.3, Paragraph 7 of Part D of Schedule 7 (Staff Transfer), Paragraph 2.2 of Schedule 12 (Benchmarking) (where applicable) Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable) or Paragraphs 3.1.12.2 or 3.3.1.2 of Part A of Schedule 26 (Sustainability) all of the following apply:

- (a) The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- (b) The Buyer's payment obligations under the terminated Contract stop immediately.
- (c) Accumulated rights of the Parties are not affected.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to the Buyer, save in accordance with Schedule 30, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- (g) The Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates this Contract under Clause 24.3:

- (a) each party must cover its own Losses; and
- (b) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.10, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (Definitions), Schedule 3 (Charges), Schedule 7 (Staff Transfer), Schedule 30 (Exit Management)) (if used), Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and
- (c) Clauses 14.5.1(b)) to 14.5.1(g)) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Deliverables itself or buy them from a third party.

14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or

- (b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

- 15.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Core Services Yearly Core Charges unless specified otherwise in the Award Form.
- 15.2 Neither Party is liable to the other for:
 - 15.2.1 any indirect Losses; and/or
 - 15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:
 - 15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and
 - 15.3.3 any liability that cannot be excluded or limited by Law.
- 15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 7.5, 9.3.2, 10.2, 35.3.2 or Schedule 7 (Staff Transfer) of this Contract.
- 15.5 In spite of Clause 15.1, The Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (Staff Transfer) of this Contract.
- 15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap.
- 15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.
- 15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.8.1 Deductions; and
 - 15.8.2 any items specified in Clause 15.4.
- 15.9 If more than one Supplier is party to this Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (Sustainability).
- 16.2 The Supplier shall comply with the provisions of:
 - 16.2.1 the Official Secrets Acts 1911 to 1989; and
 - 16.2.2 section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

18. Data protection and security

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies via a secure encrypted method upon reasonable request.
- 18.4 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Cyber Essentials Schedule (if used), the Security Schedule (if used), the Security Policy and the security requirements specified in the Award Form. and otherwise as required by Data Protection Legislation.
- 18.5 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.
- 18.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
 - 18.6.1 tell the Supplier to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from

the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and

18.6.2 restore the Government Data itself or using a third party.

18.7 The Supplier must pay each Party's reasonable costs of complying with Clause 18.6 unless the Buyer is at fault.

18.8 The Supplier:

18.8.1 must provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;

18.8.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

18.8.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers;

18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer (and certify to the Buyer that it has done so) unless and to the extent required by Law to retain it other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers; and

18.8.5 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

19.1 Each Party must:

19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and

19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient

- Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
 - 19.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 19.2.4 if the information was in the public domain at the time of the disclosure;
 - 19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;
 - 19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;
 - 19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 under Clauses 4.6 and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 and Schedule 30 (if used).
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.

- 19.6 Transparency Information and any information which is exempt from disclosure by Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within two (2) Working Days if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 20.2.1 publish the Transparency Information; and
 - 20.2.2 comply with any Request for Information.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a FOIA request and may talk to the Supplier to help it decide whether to publish information under Clause 20.1. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

21. Invalid parts of the contract

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

22. No other terms apply

The provisions incorporated into this Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in this Contract

- 23.1 The provisions of Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (Staff Transfer) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").
- 23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this

Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

- 23.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
 - 24.1.1 provides a Force Majeure Notice to the other Party; and
 - 24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 24.3 Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up contract rights

A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.

27. Transferring responsibilities

- 27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot subcontract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be

deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

- 27.2.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
- 27.2.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- 27.2.3 the proposed Subcontractor employs unfit persons.
- 27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.
- 27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
 - 27.7.1 their name;
 - 27.7.2 the scope of their appointment;
 - 27.7.3 the duration of their appointment; and
 - 27.7.4 a copy of the Sub-Contract.

28. Changing the contract

- 28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.
- 28.2 The Supplier must provide an Impact Assessment either:
 - 28.2.1 with the Variation Form, where the Supplier requests the Variation; and
 - 28.2.2 within the time limits included in a Variation Form requested by the Buyer.
- 28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that this Contract continues without the Variation; and
 - 28.3.2 refer the Dispute to be resolved using Clause 39 (Resolving Disputes).

- 28.4 The Buyer is not required to accept a Variation request made by the Supplier.
- 28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:
 - 28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or
 - 28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.
- 28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:
 - 28.7.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - 28.7.2 of how it has affected the Supplier's costs.
- 28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

- 29.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 29.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.
- 29.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

- 30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.
- 30.2 At the Indemnifier's cost the Beneficiary must both:

- 30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- 30.2.2 give the Indemnifier reasonable assistance with the claim if requested.
- 30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.
- 30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.
- 30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - 30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and
 - 30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Preventing fraud, bribery and corruption

- 31.1 The Supplier must not during the Contract Period:
 - 31.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);
 - 31.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 31.2 The Supplier must during the Contract Period:
 - 31.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - 31.2.2 keep full records to show it has complied with its obligations under this Clause 31 and give copies to the Buyer on request; and
 - 31.2.3 if required by the Buyer, within twenty (20) Working Days of the Effective Date of this Contract, and then annually, certify in writing to the Buyer, that they have complied with this Clause 31, including compliance of Supplier Staff, and provide

reasonable supporting evidence of this on request, including its policies and procedures.

31.3 The Supplier must immediately notify the Buyer if it becomes aware of any Default of Clauses 31.1 or has any reason to think that it, or any of the Supplier Staff, have either:

31.3.1 been investigated or prosecuted for an alleged Prohibited Act;

31.3.2 been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

31.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Contract; and

31.3.4 suspected that any person or Party directly or indirectly related to this Contract has committed or attempted to commit a Prohibited Act.

31.4 If the Supplier notifies the Buyer as required by Clause 31.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

31.5 If the Supplier is in Default under Clause 31.1 the Buyer may:

31.5.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the Default; and

31.5.2 immediately terminate this agreement in accordance with Clause 14.4.1 and the consequences of termination in Clauses 14.5.1 shall apply.

31.6 In any notice the Supplier gives under Clause 31.4 it must specify the:

31.6.1 Prohibited Act;

31.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

31.6.3 action it has decided to take.

32. Equality, diversity and human rights

32.1 The Supplier must follow all applicable equality Law when they perform their obligations under this Contract, including:

32.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be

unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

33. Health and safety

- 33.1 The Supplier must perform its obligations meeting the requirements of:
 - 33.1.1 all applicable Law regarding health and safety; and
 - 33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 33.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of this Contract.

34. Environment

- 34.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 34.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

35. Tax

- 35.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate this Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under this Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within five (5) Working Days including:
 - 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
 - 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other

liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

35.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

35.4.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

35.4.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.4.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.4.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.

36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.

36.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 14.5.1(b) to 14.5.1(g) shall apply.

37. Reporting a breach of the contract

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:

37.1.1 breach of Law;

37.1.2 Default of Clause 16.1; and

37.1.3 Default of Clauses 31 to 36.

- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

- 39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.
- 39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 39.3.1 determine the Dispute;
 - 39.3.2 grant interim remedies; and
 - 39.3.3 grant any other provisional or protective relief.
- 39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.
- 39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

This Contract and any issues or Disputes arising out of, or connected to it, are governed by English law.

Schedule 1 (Definitions)

1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In this Contract, unless the context otherwise requires:
 - 1.3.1 reference to a gender includes the other gender and the neuter;
 - 1.3.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023);
 - 1.3.4 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.6 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Contract;
 - 1.3.7 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.8 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

- 1.3.9 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.10 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole; and
- 1.3.11 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.
- 1.4 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:
- | | |
|--------------------------------------|---|
| "Achieve" | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly; |
| "Additional FDE Group Member" | means any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (Financial Difficulties); |
| "Affected Party" | the party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly; |
| "Associates" | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the |

undertaking to be treated as an associate under generally accepted accounting principles;

"Audit"

the Buyer's right to:

- (a) verify the integrity and content of any Financial Report;
- (b) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with this Contract);
- (c) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
- (d) verify the Open Book Data;
- (e) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- (f) identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (Sustainability), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
- (h) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (i) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (j) carry out the Buyer's internal and statutory audits and to prepare, examine and/or

	certify the Buyer's annual and interim reports and accounts;
	(k) 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 Buyer has used its resources;
"Auditor"	(a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of this Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any Crown IPR, and which are or have been developed independently of this

	Contract (whether prior to the Effective Date or otherwise);
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Buyer Third Party"	means any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR); (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with this Contract; and information derived from any of the above;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Effective Date;

"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under this Contract, for the full and proper performance by the Supplier of its obligations under this Contract less any Deductions, including the Transition Milestone Payments, the Core Charges and the Project Work Charges;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in Schedule 5 (Commercially Sensitive Information (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: (a) Start Date; or

	(b) the Effective Date, until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Core Charges"	the charges for the Core Services as defined in Schedule 3 (Charges);
"Core Services"	the day-to-day administration of the JPS in accordance with the Specification at Schedule 2 to this Contract, excluding the Project Work;
"Core Services Year"	a consecutive period of twelve (12) Months commencing on the Service Commencement Date or each anniversary thereof;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called "Core Terms" ;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances;

- (v) any other contractual employment benefits;
 - (vi) staff training;
 - (vii) work place accommodation;
 - (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
 - (ix) reasonable recruitment costs, as agreed with the Buyer;
- (b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;

but excluding:

- (a) Overhead;
- (b) financing or similar costs;
- (c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
- (d) taxation;
- (e) fines and penalties;
- (f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and

	(g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"COTS Software" or "Commercial off the shelf Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown IPR"	means any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Defect"	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Transition Milestone as specified in the Transition Plan;
"Deliverables"	Goods, Services or software that may be ordered and/or developed under this Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Transition Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Transition Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of

	action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 39 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under this Contract as: (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables (b) is required by the Supplier in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	The Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;
"Effective Date"	the date on which the final Party has signed this Contract;
"EIR"	the Environmental Information Regulations 2004;

"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of: (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;
"End User"	means a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Escalation Meeting"	means a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Core Services Year 1 Core Charges"	the anticipated total Core Charges payable by the Buyer in the first Core Services Year specified in the Award Form;
"Estimated Core Services Yearly Core Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: (a) in the first two Contract Years, the Estimated Core Services Year 1 Core Charges; or (b) in any subsequent Contract Years, the Core Charges paid or payable in the previous Contract Year; or (c) after the end of this Contract, the Core Charges paid or payable in the last Contract Year during the Contract Period;

"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (Exit Plan);
"Expiry Date"	the date of the end of this Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	The occurrence of one or more the following events: (a) the credit score of any FDE Group entity drops below the applicable Credit Score Threshold of the relevant Rating Agency; (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity; (d) any FDE Group entity commits a material breach of covenant to its lenders; (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; (f) any FDE Group entity extends the filing period for filing its accounts with the

Registrar of Companies so that the filing period ends more than nine (9) months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;

- (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:
 - (i) any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
 - (ii) commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (iii) non-payment by any FDE Group entity of any financial indebtedness;
 - (iv) any financial indebtedness of any FDE Group entity becoming due as a result of an event of default;
 - (v) the cancellation or suspension of any financial indebtedness in respect of any FDE Group entity; or
 - (vi) an external auditor of any FDE Group entity expressing a qualified opinion on, or including an

emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with this Contract; or

- (j) any one of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 for any of the FDE Group entities failing to meet the required Financial Target Threshold;

"Financial Report"

a report provided by the Supplier to the Buyer that:

- (a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
- (b) to the extent permitted by Law, provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);
- (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Effective Date for the purposes of this Contract; and
- (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;

"Financial Transparency Objectives"

means:

- (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;
- (b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how

these could be mitigated and/or reflected in the Charges;

- (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;
- (e) the Parties challenging each other with ideas for efficiency and improvements; and
- (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

"FOIA"

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

"Force Majeure Event"

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

- (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;
- (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- (c) acts of a Crown Body, local government or regulatory bodies;
- (d) fire, flood or any disaster; or
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
 - (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

	(iii) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"General Anti-Abuse Rule"	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract;
"Good Industry Practice"	At any time the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:

	(i) are supplied to the Supplier by or on behalf of the Buyer; and/or (ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or
	(b) any Personal Data for which the Buyer is Controller;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under this Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

	(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Period"	The six month period commencing on the Service Commencement Date as set out in Schedule 8 (Transition Plan and Testing) or otherwise as agreed between the Supplier and the Buyer;
"Implementation Plan"	the plan for the completion, refinement or improvement of any outstanding transition tasks as set out in Schedule 8 (Transition Plan and Testing) during the Implementation Period;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with this Contract;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of this Contract specified in the Award Form;
"Insolvency Event"	with respect to any person, means: (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the

meaning of section 222 of the
Insolvency Act 1986;

- (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, an LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

	(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person; (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;
"Intellectual Property Rights" or "IPR"	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;

"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 36 (Intellectual Property Rights) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (Processing Data);
"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"JPS"	the Judicial Pension Scheme;
"JPS Administrator"	the Ministry of Justice;
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (Key Supplier Staff);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or

would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract,

and the Supplier shall list all such Key Subcontractors in the Award Form;

"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)

"Marketing Contact"	shall be the person identified in the Award Form;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including database schema; and/or (b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR or Specially Written Software;
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	means: (a) the Supplier commits a Material Default; and/or (b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;
"Object Code"	software and/or data in machine-readable complied object code form;
"Occasion of Tax Non – Compliance"	where: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to

the General Anti-Abuse Rule or the Halifax Abuse Principle;

- (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

"Open Book Data"

complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Contract, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- (b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - (iii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
 - (iv) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
 - (v) Reimbursable Expenses, if allowed under the Award Form;

- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
- (e) the Supplier Profit achieved over the Contract Period and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service Period;

"Open Licence" means any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> and the Open Standards Principles documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, and includes the Open Source publication of Software;

"Open Source" computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

"Open Licence Publication Material" means items created pursuant to this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;

"Overhead" those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but

	excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in "Whistleblowing: list of prescribed people and bodies", 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;
"Processing"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under this Contract;
"Prohibited Acts"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or
- (c) committing any offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Project Work"	means any work related to the JPS which does not fall within the Core Services that the Buyer asks the Supplier to complete, which may include remediation work in the event of a JPS or public service pensions remedy;
"Project Work Charges"	means the charges for any Project Work which shall be calculated using the Rate Card Charges or limited to Project Fixed Fee Charges agreed between the Parties or limited to Project Work Milestone Payments agreed between the Parties;
"Project Work Deliverables"	Deliverables that may be ordered and/or developed under this Contract in relation to Project Work;
"Project Work Fixed Fee Charges"	means the charges for any Project Work in respect of which a fixed fee has been agreed between the Parties for the Project Work;
"Project Work Milestone"	an event or task described in a Project Plan;
"Project Work Milestone Date"	the target date set out against the relevant Project Work Milestone in the relevant Project Work Plan by which the Project Work Milestone must be Achieved;

"Project Work Milestone Payments"	means the charges for any Project Work in respect of which milestone payments have been agreed between the Parties for the Project Work;
"Project Work Plan"	means a plan agreed between the Parties for the delivery of Project Work;
"Protective Measures"	technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 16 (Security);
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Rate Card Charges "	shall have meaning set out in Schedule 3 (Charges);
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include: (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);

"Rectification Plan Process"	the process set out in Clause 11;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 14.6.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;

"Request For Information"	a request for information or an apparent request relating to this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	means the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Transition Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form (if used), in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Commencement Date"	the go-live date on which the delivery of the Core Services shall commence as specified on the Award Form;
"Service Credits"	any service credits specified in the Annex to Part A of Schedule 10 (Service Levels) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Levels"	any service levels applicable to the provision of the Deliverables under this Contract (which, where Schedule 10 (Service Levels) is used in this

	Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract and including the Core Services and the Project Work;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Social Value"	the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (Specification) and either (i) Schedule 10 (Service Levels) (where used) or (ii) Part C of Schedule 26 (Sustainability) (where Schedule 10 (Service Levels) is not used);
"Social Value Report"	the report the Supplier is required to provide to the Buyer pursuant to Paragraph 1 of Part C of Schedule 26 (Sustainability) where Schedule 10 (Service Levels) is not used;

"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;
"Software Supporting Materials"	has the meaning given to it in Schedule 36 (Intellectual Property Rights);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into this Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that: (a) relates specifically to the business of the Buyer and which would not affect a Comparable Supply; or (b) relates specifically to pensions and would have a material impact upon the cost of delivering the Services, in either case where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Effective Date;
"Specification"	the specification set out in Schedule 2 (Specification);
"Standards"	any: (c) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other

reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

- (d) standards detailed in the specification in Schedule 2 (Specification);
- (e) standards agreed between the Parties from time to time;
- (f) relevant Government codes of practice and guidance applicable from time to time;

"Start Date"

the date on which the Transition Period shall commence specified on the Award Form;

"Step-In Process"

the process set out in Clause 13;

"Step-In Trigger Event"

means:

- (a) the Supplier's level of performance constituting a Critical Service Level Failure;
- (b) the Supplier committing a Material Default which is irremediable;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor;
- (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them;
- (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;
- (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;
- (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or
- (i) a need by the Buyer to take action to discharge a statutory duty;

"Step-Out Plan"	means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under this Contract following the completion of the Step-In Process;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than this Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Processor related to this Contract;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;

"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Supplier Existing IPR Licence"	means a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 36 (Intellectual Property Rights);
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier Non-Performance"	where the Supplier has failed to: (a) Achieve a Milestone by its Milestone Date; (b) provide the Goods and/or Services in accordance with the Service Levels ; and/or (c) comply with an obligation under this Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of this Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under this Contract;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
"Supplier's Confidential Information"	(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including

	the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Contract; (c) information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under this Contract detailed in the information are properly payable;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (Exit Management);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (Exit Management);

"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	means a licence to the Third Party IPR as set out in Paragraph 1.6 of Schedule 36 (Intellectual Property Rights);
"Transition Milestone"	an event or task described in the Transition Plan;
"Transition Milestone Date"	the target date set out against the relevant Milestone in the Transition Plan by which the Milestone must be Achieved;
"Transition Period"	means the period commencing on the Start Date and ending on the Service Commencement Date;
"Transition Services"	the work which the Supplier needs to perform before taking over operational responsibility for the provision of the Core Services in accordance with the Specification and the Service Levels, together with any other services which are necessary to facilitate the smooth transfer of the Buyer's Data to the Supplier;
"Transparency Information"	the Transparency Reports and the content of this Contract, including any changes to this Contract agreed from time to time, except for –

	(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
"Variation"	means a variation to this Contract;
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 28 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and

"Working Day" any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer

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Interpretation of the Statement of Service Requirement: Definitions.

For the purposes of this Statement, the following definitions shall apply (along with the abbreviations set out in the Glossary of Abbreviations at the end of this document)

Active Member	a person who is in pensionable service and accruing Benefits in the Scheme
Active Salary Linked Member	a person who is in pensionable service and accruing Benefits in the Scheme and who maintains an active salary link to a closed Scheme or Schemes
Actuarial Valuation	the Authority's independent actuary Government Actuary's Department (GAD) makes an estimate of the sum of money required to meet the cost of the pension benefits built up by all the members of the Fund
Added Benefit	Applicable to JUPRA (JPA81) (Judicial Added Years) and FPJPS (pre-95) (Fee-Paid Judicial Added Years) Additional Benefits that can be purchased through additional contributions or lump sums (Judicial Added Benefit, Fee Paid Judicial Added Benefit and Judicial Additional Surviving Spouse's Pension Scheme).
Added Pension	Applicable to JPS 2015. Additional contributions (or lump sums) made to purchase 'Added Pension'. It is priced by the scheme actuary. The total amount of Added Pension that an individual can purchase is subject to limits set by HM Treasury
Added Years	Applicable to JUPRA (Judicial Added Years) and FPJPS (Fee-Paid Judicial Added Years). Additional years that can be purchased through additional contributions or lump sums
Annual Benefit Statement or ABS	a statement issued once per annum showing the Benefits accrued by an Active Member
Beneficiary or Beneficiaries	a person who meets the relevant eligibility criteria to receive Benefits from the Scheme
Benefit	pensions and other payments payable to Members and, in some cases, dependants of Members, where entitlement exists under the Scheme Rules (as amended from time to time)
Benefit Crystallisation Event	Benefit Crystallisation Events are occasions specified in JPS where the Supplier must check whether a lump sum being paid to a member exceeds that member's available

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	lump sum allowance or lump sum and death benefit allowance
Best Industry Practice	the standards, practices, methods and procedures conforming to Law and which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them
Buyer	the Lord Chancellor
Buyer Authorised Representative	the representative appointed by the Buyer from time to time
Calculation Engine	the product used to consume Member and Scheme data to produce a set of calculation results used for determining Member Benefits
Calculation Records	Copies of calculations, including the methodology, used to calculate Member Benefits
Club Transfer	a member who has service in another public sector pension scheme where club transfer terms apply
Commutation	means giving up a part or all of a pension in exchange for an immediate lump sum
Complainant	a Member or Beneficiary (including any potential Member or Beneficiary) who is making a complaint regarding the Scheme
Consolidated Fund (Higher)	the funding for the Higher Judiciary and District Judges (Magistrates Court) for base pensions (any pension that is not part of the pension increase that is applied each year) which is funded by HM Treasury
Contract Go Live Date	the first day of the implementation phase which begins once the transition phase has ended
Credit Member	a beneficiary of a court mandated pension entitlement following pension sharing on divorce
Deferred Member	a person who is not an Active Member but who has built up Benefits within the Scheme which are not yet in payment
Departmental Vote (Lower)	the funding for Lower Judiciary, and the pension increase element for Higher Judiciary which is based on estimated funds voted for by Parliament as submitted by Scheme Manager in their main estimate and supplementary estimate
Disclosure Regulations	the Occupational and Personal Pension Schemes (Disclosure of Information) Regulations 2013
Employer	includes any of the following: • Ministry of Justice

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	• HMCTS His Majesty's Court and Tribunal Service • Judicial Office (JO) • The Welsh First Minister's Office • Judicial Office Scotland • Northern Ireland Courts and Tribunal Service • The Competition Appeals Tribunal • The City of London • Intellectual Property Office • Valuation and Tribunal Services • Supreme Court
Fee – Paid Judges	a judge who is remunerated by payment of fees for service in qualifying judicial office(s), as opposed to the payment of salary
Former Supplier	The previous supplier being XPS Pensions Limited (company number 03842603)
Guaranteed Minimum Pension or GMP	the pension that a UK occupational pension scheme has to provide to its members who were contracted out of the State Earnings-Related Pension Scheme (SERPS) or State Second Pension (S2P) between 6 April 1978 and 5 April 1997
Higher Judiciary (or Higher)	the senior members of the Judiciary, part of their funding comes from the Consolidated Fund
Ill Health	has the meaning given to it in the applicable Scheme-Specific Law for the relevant Member
Ill Health Instruction	the procedure for processing a claim for Ill Health by a Member
Ill Health Retirement	Retirement on the basis of Ill Health
Internal Dispute Resolution Procedure or IDRP	the statutory complaint procedure of the same name which gives Members and/or Beneficiaries the right to formalise complaints about the administration of the Judicial Pension Scheme, their membership and their retirement Benefits
Judicial Additional Voluntary Contributions	contributions over and above a Member's normal contributions if any, which the Member elects to pay to Prudential in order to secure additional benefits
Judicial Office	The Judicial Office supports the judiciary across the courts of England and Wales, and the non-devolved tribunals across the UK, by providing training, legal and policy advice, human resources, communications and administrative support
Law	any law, subordinate legislation within the meaning of Section 21(1) of the

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	Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply, including the Scheme-Specific Law
Leaver Statement	a statement of the Member's accrued benefits under the Scheme, including their cash equivalent value
Legacy Scheme	includes the Judicial Pensions Scheme 1981, the Judicial Pensions Scheme 1993, the Judicial Pension Scheme 2015 and the Fee-Paid Judicial Pension Scheme 2017
Lower Judiciary (or Lower)	the majority of the Judiciary, their funding comes from the Departmental Vote
Member	an Active Member or a Deferred Member or a Pensioner Member
Money and Pensions Service	the UK arm's-length body sponsored by the Department for Work and Pensions, established at the beginning of 2019, which provides money and pensions guidance and debt advice
Partial Retirement	a Member who has opted to continue in pensionable service but has claimed payment of the whole or part of their accrued pension
Payroll Provider	provider of payroll functions and services to Judicial Office Holders
Pensioner	a person who is in receipt of a pension payment from the Scheme
Pensions Dashboard	means an online platform which shall: a) allow individuals to access information about their pensions in one place b) bring together information from multiple sources; and c) include information on an individual's state pension as well as accrued and projected values of all of their pension pots
Pensions Ombudsman	the UK arbitrator of occupational pension schemes
Pensions Regulator or TPR	the UK regulator of occupational pension schemes
Pension Saving Statement or PSS	a statement issued once per annum showing the Benefits accrued by an Active Member that are over the Annual Allowance in any given year

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Quality Management System	a formalised system that documents processes, procedures, and responsibilities for achieving quality policies and objectives
Requirements	the requirements of the Buyer, as outlined in this Specification
Salaried Judge	a salaried Judicial Officer Holder
Scheme	the Judicial Pension Scheme or JPS
Scheme Actuary	the Government Actuary's Department
Scheme Data	common and conditional data held on membership of the scheme which allows the Supplier to administer the scheme accordingly
Scheme Factor	are provided by the Scheme Actuary and used to calculate the costs and benefits of some of the options available to Members
Scheme Manager	the Lord Chancellor or any other person responsible for managing or administering the Scheme
Scheme Specific Data	data which is required to effectively administer a pension scheme. Specific items shall vary from scheme to scheme dependent upon scheme design and structure, but could include actuarial factors and valuation data
Scheme-Specific Law	any law or regulation, regulatory policies, guidelines or industry codes (including any guidance or codes issued by TPR) which govern or are applicable to the Scheme, including but not limited to: • <u>Judicial Pensions Act 1959</u> • 1981: <u>Judicial Pensions Act 1981</u> • JUPRA: <u>Judicial Pensions and Retirement Act 1993</u> • PSPA: <u>Public Service Pensions Act 2013</u> • FPJPS: <u>The Judicial Pensions (Fee-Paid Judges) Regulations 2017</u> • JPS 2015: <u>The Judicial Pensions Regulations 2015</u> • <u>Judicial Pensions Regulations (Northern Ireland) 2015</u> • JAVCS: <u>Judicial Pensions (Additional Voluntary Contributions) Regulations 2017</u> • JPS 2022: <u>The Judicial Pensions Regulations 2022</u> • PSPJOA: <u>Public Service Pensions and Judicial Offices Act 2022</u> • JPRS: <u>Judicial Pensions (Remediable Service etc) Regulations 2023</u> • MEP's and Political and Public Office Schemes. (NB: With the

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	exception of pensioner payroll, all other MEP's and Political and Public Office Scheme pension administration is contracted via IPSA/Cabinet Office, this is a unique feature due to the payments being made from the Consolidated Fund (as required by HM Treasury)
Scheme Specific Objectives	to be shared yearly with the Supplier, when available
Services	the services to be provided as outlined in the Contract
Software Development Life Cycle	software development life cycle (SDLC) is the term used to describe the process for creating new or improved software development.
Start Date	01 October 2025 – the start of the transition
Virtual Library	suite of documentation to support both the Buyer function and Member information for the Scheme
Work in Progress	Work In Progress is live work, both business as usual and projects that is in progress in the move from one supplier to another

1 Introduction

The Scheme provides pensions for approximately 10,000 (equating to approximately 15,000 records) current and retired members of the judiciary. The administration of the Scheme has been outsourced to a third-party pensions administration provider since 2015, after previously being administered internally within MoJ.

1.1 An overarching requirement is for the Supplier to administer the Scheme in accordance with all Law that govern the Scheme. Those Laws include (but are not limited to):

- 1.1.1 The Judicial Pensions Act 1981;
- 1.1.2 the Judicial Pensions and Retirement Act 1993;
- 1.1.3 the Superannuation Act 1972;
- 1.1.4 the Public Service Pensions Act 2013;

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- 1.1.5 the Public Service (Civil Servants and Others) Pensions Regulations 2014;
 - 1.1.6 the Judicial Pensions Regulations 2015;
 - 1.1.7 the Judicial Pensions (Fee-Paid Judges) Regulations 2017;
 - 1.1.8 Public Service Pensions and Judicial Offices Act 2022;
 - 1.1.9 the Judicial Pensions Regulations 2022; and
 - 1.1.10 the Judicial Pensions (Remediable Service etc.) Regulations 2023
- 1.2 The Supplier shall ensure that its administration of the Scheme also complies with all other pensions, tax, financial and other applicable Laws that apply to the Scheme in the course of the Contract.
- 1.3 The Supplier shall deliver ongoing improvements to Scheme administration arrangements, reflecting developing UK pensions Good Industry Practice, following the Pensions Administration Standards Association standards and Governmental data protection and security standards. The Supplier shall ensure Scheme delivery efficiencies are achieved which support the continual improvement of the Scheme, ensuring efficiencies are balanced against the need to implement technical and communications improvements which will assist with the delivery of the Services in order to meet the Requirements.
- 1.4 The Supplier shall ensure that Members are fully informed about the attractiveness and benefits of the Scheme to assist in the recruiting and retaining an excellent Judiciary. It is essential that Members, and other stakeholders are provided with an excellent administration service. One that is welcoming, Member focused, easy to access and use, professional, and delivers a high standard of service.
- 1.5 Consequently, our vision and key requirements are for a service that:
- 1.5.1 Ensures Members have ready access to a personalised service with information targeted to their particular circumstances or needs and includes access to up-to-date information about their pension and options.
 - 1.5.2 Utilises a range of communication channels and media suited to varying Member needs, whilst ensuring all are encouraged to benefit from the opportunities that self-service/transacting online presents.
 - 1.5.3 Uses ICT to maximise automation wherever possible and pragmatic to do so, taking into account the frequency and complexity of calculations and underlining data quality. Also use ICT to maximise straight through processing, with the ability to transact/self-serve online for all normal matters.
 - 1.5.4 Ensures the right data is collected in a timely manner and is put to maximum use, not only in personalising the service but to drive efficient administration, and ensure Members understand the benefits of the Scheme.
 - 1.5.5 Ensures Scheme finances/transactions are managed effectively, and the Buyer is appropriately supported in effectively undertaking all accounting and reporting duties, including the production of annual accounts and providing accurate information and forecasts to HM Treasury.

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- 1.5.6 Is agile and intelligently responds to the changing needs of Members.
 - 1.5.7 Delivers continued improvement throughout the life of the Contract.
- 1.6 At the same time, the Supplier shall deliver the basics in accordance with Good Industry Practice including the:
- 1.6.1 Maintenance of Member pension records, using the high-quality data collected on a monthly basis.
 - 1.6.2 Accurate calculation, and where appropriate recalculation, of pension payments.
 - 1.6.3 Timely and efficient handling of transactions and enquiries.
 - 1.6.4 Making payments correctly and on time.
 - 1.6.5 Reconciling of contributions in accordance with the payroll instructions provided, accurately and efficiently utilising appropriate technologies.
 - 1.6.6 Maintenance of effective financial administration arrangements and accurate forecasting.
 - 1.6.7 Provision, analysis, and effective use of high quality and timely management information on workflow, performance, and Scheme trends.
 - 1.6.8 Provision of accurate and timely data to support the estimate process and the monthly and statutory reporting.
 - 1.6.9 Provision of a safe and secure ICT system; and compliance with all relevant Law.
 - 1.6.10 Safe storage of all Scheme data (paper and electronic) in accordance with all relevant Law.
- 1.7 In essence, our vision is for a Member-centric, fully automated service whereby data, technology and knowledge are used to best effect to deliver a personalised service to Members. Through which, for example:
- 1.7.1 Members have ready access to their information and pension position;
 - 1.7.2 begin to receive targeted information relevant to their personal circumstances;
 - 1.7.3 engagement is proactive;
 - 1.7.4 automation is the norm including the capacity for Members to self-serve and engage online where they wish to;
 - 1.7.5 messages and information are made/available via multiple channels and media in formats that maximise engagement; and
 - 1.7.6 there is continuous improvement for Members.

2 Core Administration

2.1 The Supplier shall ensure the continued effectiveness of the Scheme by:

- 2.1.1 Administering it in accordance with the Scheme-Specific Law and all other relevant Laws that apply to the Scheme.
- 2.1.2 Considering the Core Administration Requirements in conjunction with Schedule 10 of the Contract (Service Levels) Performance Levels including in particular the service level performance measures Performance Indicators.
- 2.1.3 Administering it in a way that encourages and assists the Judiciary to engage with, understand, and use the pension options available to them.
- 2.1.4 Introducing changes to the Services that support the Buyer in the achievement of its objectives (including as set out in Section 1 of this Schedule).
- 2.1.5 Collecting and maintaining data relevant to the Scheme, its administration, and the wider needs of the Buyer.
- 2.1.6 Supporting the Buyer through the systematic and effective analysis of Scheme data, to assess the continued effectiveness of all Scheme arrangements.
- 2.1.7 Working with the Buyer, and where appropriate HM Treasury and other Crown Bodies to consider and develop appropriate changes in policy.

The general administration requirement includes the following:

Legislation

- 2.2 The Supplier shall administer the Scheme in accordance with the Scheme-Specific Law (see requirements CA1 and CA2 below).
- 2.3 The Supplier shall work with the Buyer to ensure the Scheme remains compliant with and supportive of any change in Law (see requirements CA3 to CA7 inclusive below).
- 2.4 The Supplier shall be proactive in monitoring, analysing, and adapting to new Laws, ensuring the Scheme continues to adapt appropriately (see requirements CA1, and CA3 to CA7 inclusive below).
- 2.5 The Supplier shall:

Ref.	Requirement
CA1	Administer the Scheme in accordance with the Scheme-Specific Law and other applicable Laws, guidance, codes of practice, judgments of a relevant court of law, or directives or requirements of any regulatory body. All processes must adhere to the relevant Scheme-Specific Law and rules.
CA2	Develop, maintain, and apply procedures to ensure that the Supplier Staff administer the Scheme and take decisions (e.g. exercise discretions) in accordance with precedents and delegations from the Buyer (as notified by the Buyer to the Supplier in writing), reverting to the Buyer for approval to depart from the Buyer's policy in exceptional circumstances. The procedures will include a forum for the Supplier to

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	discuss with the Buyer issues arising from the application of the Scheme-Specific Law and discussing specific cases. Where the Supplier is not empowered to deal with an issue under the relevant Scheme-Specific Law, Laws and delegations, the issue will be referred to the Buyer promptly for advice. The referral must be in a format, as agreed by the Buyer, which enables the Buyer to fully consider the facts and issues involved and includes a recommended course of action where appropriate.
CA3	Proactively identify, analyse, and propose to the Buyer changes and improvements to the Scheme administration arrangements (including in response to any change in Law).
CA4	Support the Buyer in the development of Scheme policy and legislative development. Where the Buyer and/or any relevant Governmental Department is considering any changes to the Scheme, the Scheme-Specific Law or wider legislation affecting pension schemes, the Supplier is required to work with the Buyer by proactively analysing proposed changes and/or developing and proposing to the Buyer effective amendments to Scheme provisions or procedures, to support delivery of the Buyer's and/or Governmental Departments objectives, or the Scheme's compliance with any other legislation, Law and/or Regulation.
CA5	Without prejudice to clause 28 of the Core Terms of the Contract, consult effectively with and provide assurance to the Buyer when introducing any changes to the administration processes or procedures, including where those changes result from amendments to Law and other arrangements that affect delivery of the service. The Supplier will be required to demonstrate that the changes are reasonable and appropriate to the Scheme and will ensure effective and efficient service delivery, and, within that, include an assessment of the impact of the changes on stakeholders, particularly in relation to potential burdens on Employers, Members and Beneficiaries. Suppliers will bear the risk of change in the following circumstances: a) Any General Change in Law b) Any changes in law which affect public service pensions generally; and c) Any minor change in regulations which specifically govern the Scheme with a materiality threshold. The materiality threshold is defined as any matter that does not require a systems change.
CA6	Ensure all Supplier Staff are trained on Scheme policy and all Law relating to it in accordance with Good Industry Practice. Within that, ensure sufficient subject matter expertise is maintained, i.e., sufficient to deal with the throughput of work in accordance with agreed targets and to contribute to policy development and other requirements covered by this Schedule.
CA7	The Supplier shall adhere to Scheme specific requirements, namely: • All processes shall adhere to the relevant HMRC regulations including the production of AA certificates, transitional tax-free amount certificates and Lifetime Allowance (LTA) certificates, should LTA be reintroduced.

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	- On receipt of appointment details from the Buyer, the Supplier shall send the appropriate Scheme Information, additional benefits that can be purchased and a death benefit nomination form to the relevant Member. - On receipt of a request to opt out of the Scheme from the Member, the Supplier shall calculate the Member's entitlement and send a statement detailing the options available to the Member. - Ensure effective internal controls are in place to pay the correct amount to each individual Member on the date benefits are due. This must include segregation of duties, levels of supervision and independent checks.
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Membership and Records

2.6 Appropriate records must be kept in a suitable format to enable accurate and effective delivery of the Services and of oversight bodies such as TPR.

2.7 The Supplier shall:

Ref.	Requirement
CA8	Admit eligible Judiciary into the Scheme, including those who opt-in to the Scheme, (as set out in the Scheme-Specific Law), and action requests to opt-out where that is the desire of the individual involved, making sure the individual, and all relevant parties are aware of the implications of opting out and the effect on the individual's status with respect to the Scheme in a timely manner and provide the implications in writing.
CA9	Keep effective records of all Members of the Scheme (including Credit Members), and other relevant Judiciary (e.g., those who have opted out), Deferred Members, and Beneficiaries, and ensure each record is uniquely identifiable to enable delivery of the Services. Records must have a unique identifier for each Member or Beneficiary and, where appropriate, hold separate records for each appointment, where a Member holds multiple appointments. Ensure all records and data meets the standards of TPR by performing data checks, mortality screening and utilise a range of established tracing strategies to perform regular checks on addresses. This must be done at least annually.
CA10	Maintain a comprehensive, accurate and suitable history of pension related information and events (for example, status / elections / nominations / normal pension age / service / divorces / salary details, and/or fees) for each Member to enable delivery of the Services. Core data, in particular around service, salary and or fees and contributions, will be collected monthly and the Member's record will be updated likewise – with the Supplier conducting a full and systematic reconciliation between Member and Employer level information to enable effective and robust management of: overall Scheme finances; smooth handling of Benefit Crystallisation Events;

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	and, Members to access accurate and timely information on their pension benefit.
CA11	Following the notification of in-service changes which include but are not limited to unpaid leave, career break, or a change in marital status, working pattern, or judicial office held, the Supplier must check the accuracy of the Member's information and update the Member's pension record, if appropriate. Create and maintain records of all final Active Salary Link to Legacy Schemes and part-time working.

Judicial Pensions Scheme Specific Requirements

2.8 The Supplier shall adhere to Scheme-Specific Law. The Supplier shall:

CA12	Adhere to Scheme-Specific Law for the Internal AVC (Additional Voluntary Contributions) process and for eligible members of the JAYS (Judicial Added Years Scheme) and JABS (Judicial Added Benefit Scheme). This includes but is not limited to: - On receipt of a request from a Member to change their existing AVC contract, the Supplier shall calculate the consequence this will have on their AVC contract and advise the Member of their options, within five working days. - On notification from the Buyer of a change in working pattern, the Supplier shall calculate the consequence this will have on the relevant Member's AVC contract and advise the Member of their options. - Upon receipt of a notification from a Member or the Buyer to amend the existing AVC contract, such as contribution levels, the Supplier shall recalculate the Member's entitlement. If applicable, the Supplier shall inform the Buyer of any change in contribution rate or end date and if applicable give instructions to the Payroll Provider to start, stop or adjust contributions.
CA13	Adhere to Scheme-Specific Law for the External JAVC (Judicial Additional Voluntary Contributions) process for Eligible Members. This includes but is not limited to: - Engage with the JAVC providers available to Members. - On request from a Member the Supplier will send out the External JAVC scheme booklet(s) and application form. - Ensure Member's application forms are completed correctly and provide written correspondence to the Member that their required instruction has been followed. - The Supplier must supply the Buyer with the information required to commence deductions.
CA14	Adhere to Scheme-Specific Law legislative requirements for the External AVC's process for eligible Members of the JAVCS (Judicial Additional Voluntary Contributions Scheme). This includes but is not limited to: Upon receipt of a request from a Member to amend their contribution levels (provided permitted within the external AVC scheme rules) or to change their investment fund/portfolio the

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	Supplier shall inform the relevant scheme provider of the external AVC accordingly within 5 working days. • In respect of the change of contributions the Supplier shall supply the Buyer with the amended contribution rate. • The Supplier shall provide written confirmation to the Member that their contribution levels or investment fund/portfolio for the external AVC scheme have been amended.
CA15	Adhere to Scheme-Specific Law for Added Pension and Added Years for eligible Members. This includes but is not limited to: • The Supplier shall, upon request from a Member, establish their entitlement to purchase Added Pension or Added Years and notify the Member accordingly within 5 working days. • Upon receipt of the completed forms from the Member the Supplier shall calculate their entitlement to purchase Added Pension or Added Years and supply the Buyer with the necessary information to commence deductions. • The Supplier to provide written confirmation to the Member of their entitlement to purchase Added Pension or Added Years and confirm the Buyer will commence deductions.
CA16	Adhere to Scheme-Specific Law for Transfers to the Scheme (where specific Scheme rules allow) for both voluntary, compulsory transfers and Club Transfers. This includes but is not limited to: • Providing the Member with the Scheme guide, an options form and details on the impact of transferring their benefits to the relevant Scheme within 5 working days. • Upon notification by a Member, the Supplier shall transfer the Member's accrued service and provide confirmation to the Member and update the Buyer on any change in the contribution rate
CA17	Deal effectively and punctually with applications for transfers-in of pension rights accrued in a former non-Scheme pension during previous employment.
CA18	Deal effectively and punctually with applications for the transfer-out of pension rights accrued in the Scheme to a scheme. Transfer requests should only be authorised following rigorous checking that the transfer is not in breach of the Occupational and Personal Pension Schemes (Conditions for Transfers) Regulations 2021. The transfer value is to be calculated and paid in accordance with overriding Law, or, where applicable, in accordance with the terms of the Occupational and Personal Pension Schemes (Conditions for Transfers) Regulations 2021. • NB: the Scheme is not subject to the public service pension scheme restriction which only allows transfers out of unfunded public service pension schemes to DB schemes • The Supplier shall calculate and issue the CEV and documentation to the Member. NB: if the Member has prior service in the 1981/JUPRA scheme there is a requirement to provide a CEV for this scheme membership and any additional Scheme memberships with the Scheme. • Some Members may be eligible for transfer out from service in

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	the 1981/JUPRA, JPS 2015 and JPS 2022 schemes. These need to be considered on an individual basis and processed in accordance with this requirement.
CA19	Adhere to Scheme-Specific Law in relation to a Member leaving the Scheme. The eligibility of Fee-Paid Judges is subject to the Judicial Pensions (Fee-Paid Judges) Regulations 2017, including in relation to multiple offices and partial retirement. In relation to Partial Retirement for JPS 2022 Scheme members, the Supplier must create and maintain a new pension record to reflect the ongoing pensionable service of the Member. In all cases, the Supplier must ensure linkage of the Member's records to allow the determination of eligibility for Partial Retirement and ongoing pension accrual.
CA20	When a Member of the Higher Judiciary is paid from the Consolidated Fund, advise the National Audit Office (NAO) of the pension benefit figures. A request must be submitted to the Buyer for checks before sign-off by HM Treasury and release of funds when settling their pension entitlement. The remaining balance will be paid by the Departmental Vote. Lower Judiciary Judges (both salaried and fee paid) are paid from the Departmental Vote. The Consolidated Fund and Departmental Vote have separate bank accounts, therefore the Supplier shall pay out the appropriate funds from the appropriate bank account, this is dependent on the funding source of the relevant Judicial Office. In instances of pension overpayments, the appropriate funds must be returned to the appropriate accounts, this is dependent on the funding source of the relevant Judicial Office. The Supplier will manage the bank account for funding into the account and any payments out to members and any amounts due back to HM Treasury.
CA21	Inform the Buyer of the tax payable on the lump sum for Service Awards (1981/ JUPRA and FPJPS) and Commutation Supplements (JPS 2022).
CA22	For Members working as a Judge of Honour (Sitting in Retirement) after retirement, on request from the Buyer, calculate and provide the Buyer with the number of days permitted to sit as a fee-paid Judge of Honour.
CA23	Comply with all applicable Law to pay any Deferred Member's Account benefit owed to Members. This includes but is not limited to: • Issue appropriate documentation to the Member on receipt of a claim for the Deferred Member's Account benefit within 5 working days. • Ensure the Deferred Member is paid at the due date, and

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	calculated in accordance with the Scheme rules, once required documentation has been received. • Make all reasonable efforts to trace the next of kin from all available sources, where necessary. • Send a reminder to the Deferred Member if they do not apply for payment within 3 months of due date and inform the Buyer if no response is received. • Provide a benefit statement if requested by the Member within 5 working days.
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Calculations and Payments

2.9 The Supplier shall ensure that only those eligible for benefits under the Scheme receive them and they receive exactly the benefits to which they are entitled under the Scheme-Specific Law. The Supplier shall make maximum use of technology and automation in achieving this.

2.10 The Supplier shall:

Ref.	Requirement
CA24	Ensure a relevant individual's (Member, Credit Member and/or Beneficiary's) eligibility and make accurate/validated payments to the right person. Eligibility checking must be robust – for example, validated by, as appropriate, checking relevant court orders, documentation and/or certificates, e.g., birth, marriage, death certificates or a service such as “<i>Tell Us Once</i>”. This also includes changes of name or gender; valid documentary evidence of the change is required before implementing the change. In the case of changing gender, the Supplier shall ensure Scheme-Specific Law, rules and Law are complied with. In addition, payment must be made to the Scheme Member or Beneficiary, as appropriate, except where the payment is made to, for example, the parent or guardian of a Scheme Beneficiary who is under the age of 18 years, or is to a third party on production, for example, of a Court Order, Earmarking Order, Pension Sharing Order, Court of Protection Order, or Lasting Power of Attorney. Additionally, on receipt of a Death Benefit nomination form from the Member, action accordingly and provide written confirmation to the Member.
CA25	Make accurate, timely calculations, re-calculations where appropriate, and payments in accordance with the Scheme-Specific Law and wider Law. Key aspects include: • Repayment of Contributions; • Payment of Guaranteed Minimum Pension (GMP); • State Pension Age Retirement; • Mandatory Retirement Age (75 for JPS22);

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Ref.	Requirement
	• Actuarially Reduced Benefits (eg. early payment reduction); • Partial Retirement Benefits; • Abatement of Pension; • Added Pension benefits; • Ill Health Benefits; • Death Benefits; including death in service and death in retirement; • Death of a Judge with Deferred Benefits; • Surviving adult, child and dependant pensions; • Transfer Values (transfers out); • Service Credits (transfers in); • Pension Sharing, and Earmarking Orders; • Commutation on Grounds of Triviality; • Pensions Increase; and • Scheme Pays Arrangements. Ensure robust and effective arrangements are in place to undertake re-calculations and adjust payments as appropriate where there is a need to do so; for example, as a result of case law which has retrospective effect. This will include the capacity to, where appropriate, calculate and demonstrate the result under different sub-sets of the Scheme arrangements, i.e. career average and final salary. Ensure arrangements are in place, in accordance with existing Laws, to enable the payment of pension to an overseas account where a Beneficiary or Member has so requested. Ensure Members have timely access to information enabling them to assess their annual and lifetime allowance. Not charge the relevant Member for the administration of any payments it makes to that Member in relation to any Pension Sharing and/or Earmarking Order.
CA26	Ensure it has systems, processes, and procedures in place to enable statutory obligations, as set out within the Scheme-Specific Law and all other relevant Laws, to be achieved that require the provision and receipt of information from all relevant third parties. Effective arrangements must be in place to obtain, validate, maintain, and use, as appropriate, Guaranteed Minimum Pension (GMP) data.
CA27	Notify the Buyer of any errors or omissions which have occurred in the Supplier's provision of the services, and of any cost implications and reimburse the Buyer for any loss and/or additional cost to the Buyer arising from such errors or omissions.

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Ref.	Requirement
	Where the Buyer considers that a Complainant has suffered an injustice as a result of the Supplier's action or inaction, the Supplier shall, as directed by the Buyer, make: • Such restitution as to restore the Complainant to the position they would have been in had it not been for the Supplier's action or inaction. • A Compensatory payment for distress and/or inconvenience up to a value that could be determined by the Pensions Ombudsman in any one case. This is inclusive of Stage 1 and Stage 2 Internal Dispute Resolution Procedure cases (IDRP) cases. Ensure that the requirements of TPR, including as set out within the Scheme-Specific Law, in respect of notifiable events are fully met where errors or omissions occur. The Supplier shall provide the Buyer with a draft report before it is submitted to TPR.
CA28a	Operate a Stage 1 IDRP complaints procedure. The procedure will be agreed with the Buyer and must ensure that each IDRP case is considered by Supplier Staff that were not involved in the original case. All Stage 1 IDRP and expressions of dissatisfaction must be reported to the Buyer within 5 working days of receipt.
CA28b	Support the Buyer in considering Stage 2 IDRP cases, by providing the Buyer within 2 working days of request, all appropriate information, advice, and documentation to respond appropriately in all cases. This information, advice and documentation will be provided electronically and securely to the Buyer in a format specified by the Buyer.
CA28c	If the Buyer decides to move from a 2 stage to a one stage IDRP, update its procedures as agreed with the Buyer.
CA29	Action Ill Health retirement claims upon receipt of confirmation from the Judicial Office (JO), or relevant body that a Member is entitled to Ill Health Retirement through an Ill Health Instruction and take the necessary steps to put the Member's pension into payment in a timeframe agreed by the Buyer.
CA30	Inform the Buyer immediately of all cases which involve or may involve the courts, tribunals, the Pensions Ombudsman or TPR. Deal effectively, communicate well, and cooperate fully with, and keep records of all Money and Pensions Service cases on behalf of the Buyer. Deal effectively, communicate well, and cooperate fully with, and keep records of Pension Ombudsman cases where the complaint relates to the Supplier's administration of the Scheme and decisions taken on behalf of the Buyer. Provide proactive and effective support where an issue requires the Buyer to respond to cases involving a court, tribunal, the Pension Ombudsman, or any other legal or regulatory bodies. Demonstrate robust and effective quality assurance processes for all correspondence and complaints.

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Ref.	Requirement
	Ensure arrangements for analysing the cause and effect of both legal and correspondence complaint cases are robust and result in action being taken to ensure appropriate changes and improvements are made where appropriate. The Supplier will provide the Buyer with regular reports on the findings of this analysis.
CA31	Process cases involving serious Ill Health both promptly and sensitively, in particular, where considering commutation of benefits, on the grounds that life expectancy is less than one year.
CA32	Have in place effective systems to promptly and proactively identify where continuing entitlement to Benefits has ceased, and, thereafter, stop, suspend, or reduce benefits in accordance with the Scheme-Specific Law and other relevant Law. Work with the Buyer and HM Treasury (where appropriate) to determine whether the relevant pension should be withheld or forfeited as a result.
CA33	Create and maintain a true, accurate, full and up to date record of all calculations (including mathematical formula) and re-calculations relating to the administration of the Scheme, to the payment of Benefits and any adjusted payments to eligible individuals (including Members, Credit Members and Beneficiaries) in accordance with the Scheme-Specific Law (including the different Scheme arrangements) (the “ Calculation Records ”) and provide copies of such Calculation Records to the Buyer (at no additional cost to the Buyer) at the request of the Buyer within 5 working days.
CA34	After Member Retirement, obtain documentation from the relevant Member at intervals agreed with the Buyer to establish the continued entitlement of a Member to the pension benefit.

Core Administration Systems

2.11 The Supplier shall:

CA35	Provide a technological solution that meets Good Industry Practice which supports the delivery of core administration requirements in an effective, systematic, consistent, and controlled manner.
CA36	Using the Buyer’s ICT systems, provide live access of current information to: • Administration systems that will enable individual Judiciary records to be viewed and interrogated; • View or inspect any data or information held on databases; • Real time management information, including data on

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	performance, workflow, Scheme activity and trends; • Self-serve systems and systems that are able to run ad-hoc reports; and • All documents required by the Buyer in relation to the Scheme, e.g., Buyer replies to correspondence, posted to these systems. This access is to be provided at no cost to the Buyer and will include on-going support, maintenance, and training as required.
CA37	Provide assurances and management information to demonstrate to the Buyer that outputs (e.g., calculations, benefit awards, decisions, and responses to correspondence) produced by the administration processes and ICT systems are accurate, up to date, and appropriate. Ensure that assurance activities and the provision of management information are carried out by appropriate resource on a timely basis. Ensure that the outcomes are recorded, subsequently validated, and reflected across other systematic business processes. Ensure that any necessary changes/actions/lessons learnt within the outcomes are implemented across the Supplier and the provision of the Services. This should include implementing the outcomes of the audit activity more particularly described in Section 7.4 of this Schedule. Ensure that records are linked where the same individual is recorded so that changes can be applied to all records for an individual at the same time
CA38	Produce data extracts required in the prescribed format and frequency for the Pensions Dashboard in accordance with timescales agreed with the Buyer - see requirement BS7.2 in this Schedule. The Supplier shall ensure any Buyer Asset quality issues are addressed in anticipation of sending Buyer Asset extracts to the Pensions Dashboard to avoid additional queries from Members using the Pensions Dashboard and provide accurate Benefit estimates.
CA39	Implement a digital solution that is scalable, auditable and secure, to comply with the Government's Pensions Dashboard programme specification (set out in the standards to be published by the Pensions Dashboards Programme (on behalf of the Money and Pensions Service)) in line with the programme's timeline (available at <u>Pensions dashboards: guidance on connection: the staged timetable</u> - GOV.UK (www.gov.uk)).
CA40	Produce and maintain a Virtual Library including information to support the Buyer and information for Scheme Members.
CA41	Use reasonable endeavours to accept any project work that the Buyer asks to be completed, including any remediation work. There is no guarantee that the Supplier will be given any project work, or the volume of such work. If the Supplier considers it is unable to accept any project work, the Supplier must let the Buyer know as soon as possible setting out the reasons.

European Parliament UK Pension Scheme

- 2.12 The European Parliamentary (United Kingdom Representatives) Pension Scheme, also known as the MEP UK pension scheme, was established in 1979 to provide pensions for UK members for the European parliament. The scheme closed to new members in 2009, there are 74 members. Statutory responsibility for the scheme passed to the Independent Parliamentary Standards Authority (IPSA) under the Constitutional Reform and Governance Act 2010. [European Parliament Pay & Pensions Act 1979 \(as amended by the Constitutional Reform and Governance Act 2010\)](#)
- 2.13 The Cabinet Office provides administrative services to the MEP UK scheme through the administrator of the Civil Service Pension Scheme. MOJ are responsible for providing the pensioner payroll for the MEP UK Scheme. Therefore, the Supplier will be responsible for providing the pension payroll for the MEP UK Scheme.
- 2.14 The supplier will not be responsible for calculating the member's benefit entitlement, this will be provided by the administrator of the Civil Service Pension Scheme, the Supplier is only responsible for creating a pensioner record on the Supplier's system to enable the payment of the benefit entitlement.
- 2.15 The funding to pay members of the MEP UK scheme is funded from the Consolidated Fund, which is administered by HM Treasury and National Audit Office (NAO). The supplier must send a funding request to both HMT and NAO when needed to ensure members receive their benefit entitlement.
- 2.16 The Supplier shall:

Ref.	Requirement
CA42	Liaise with the administrator of the Civil Service Pension Scheme on a monthly basis to agree the amount of pension benefit the member is entitled to be paid.
CA43	Ensure funding is available when needed by completing a funding request to HMT and NAO at least 5 working days before the funding is required. A funding request is needed for: • Paying Retirement lump sums • Paying Death Lump sums • Paying monthly base pension • Paying underpayments • Recovering overpayments • Paying underpayments and recovering overpayments of pensions following the death of an MEP member Funding request templates will be provided to the Suppliers, the Supplier will be required to adhere to these templates when requesting funding from the Consolidated Fund.
CA44	The supplier must appoint an Authorised Signatory within the Supplier's organisation. The Authorised Signatory must check and sign all funding requests which are submitted to HMT and NAO.

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CA45	Provide Members of the MEP UK Scheme with a monthly payslip, and issue members with a P60 no later than 31 May following the end of the tax year.
CA46	Provide membership reports at the end of the reporting period. The reporting periods are 01 October – 31 March and 01 April – 30 September. The Supplier must ensure the report is sent to the administrator of the Civil Service Pension Scheme no later than two weeks after the reporting period ends.

Core Administration Advisory and Support Services:

2.17 The range of Advisory services set out below is not exhaustive. If requested by the Buyer, the Supplier may provide advice on any other issues which fall within the Supplier's expertise and such advice will be deemed to be given under the terms of this Schedule and the Contract. The cost for any work delivered under the **Core Administration Advisory and Support Services** only, must be agreed in advance with the Buyer, the Buyer will also agree with the Supplier the timescales for completion of any advisory work.

2.18 The Buyer has appointed the Government Actuary's Department (GAD) as the Scheme Actuary, who will retain Actuarial Valuation and Scheme Factor determination.

Policy and Technical Advisory and Support services – Buyer

2.19 The Supplier shall provide to the Buyer such of the Services specified below, which are considered additional services to the core fee, as the Buyer shall from time to time notify the Supplier are required and the Supplier agrees to supply.

Policy and Technical Advisory and support services

General

2.20 Provision of advisory services to the Buyer and/or the Buyer Authorised Representative.

2.21 The Supplier shall:

Ref.	Requirement
CA47	Provide general advisory and support services
CA48	Input into Scheme specific documentation
CA49	Advice on compliance
CA50	Advice on the impact and application of legislative changes (that is not legal advice)

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CA51	Advice on changes to best practice for pension schemes
CA52	Horizon scanning
CA53	Ad hoc calculation modelling

3 Employer Engagement

- 3.1 The term “Employers” includes a range of key stakeholders who play a central role in supporting the administration of the Scheme, including HMCTS, Judicial Office, Devolved Administrations, Intellectual Property Office (IPO), Competition of Appeals Tribunal (CAT), City of London (CoL), Valuation and Tribunal Services and the Supreme Court.
- 3.2 The Supplier shall engage proactively and effectively with Employers to deliver the Services and the wider objectives of the Contract. Engagement needs to be tailored to the individual needs and responsibilities of each Employer. The Supplier shall ensure that Employers understand and deliver their obligations to support the administration of the Scheme.
- 3.3 The Supplier shall work collaboratively with the Buyer to produce, implement, and maintain an Employer Engagement Strategy (**EES**) and Employer Engagement Plan (**EES**), to be delivered over the life of the Contract. The EES and EEP will set out the strategy, aims, objectives and plans that the Supplier will deliver to ensure that Employers understand and are equipped to carry out their statutory functions. The EES and EEP must ensure that the needs of Employers are considered and catered for.
- 3.4 The Supplier shall consider the Employer Engagement Requirements below in conjunction with:
- 3.4.1 all applicable Laws; and
- 3.4.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.
- 3.5 The Supplier shall:

Ref.	Requirement
EE1	Produce, implement, and update on an annual basis an effective EES that will meet the agreed aims and objectives to be delivered on Employer engagement, throughout the life of the Contract. The initial EES must be provided within 6 months of Contract Go Live. The EES will set out the strategy for achieving these aims and objectives over the life of the Contract. The core objectives are: - Continuously improve Employers’ understanding and compliance with their role and responsibilities to administer the Scheme through the production of an ‘Employers Guide’. - Ensure roles and responsibilities reflect who is best placed to deliver them (i.e., the Employer or the Scheme Administrator) and that this is regularly reviewed. - Support Employers so that they are able to carry out their

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	obligations to Members, including through liaison with payroll suppliers or other relevant third parties where appropriate. • Achieve efficient and effective administration of the Scheme.
EE2	Develop, implement, maintain and update on an annual basis an EEP, which sets out in detail the activities, timescales, resourcing requirements, benefits, outcomes, and targets to be delivered to achieve the aims and objectives in the agreed EES, and how these will be measured. The initial EEP must be provided within 6 months of Contract Go Live. Ensure appropriate review procedures are in place and that the EES and EEP continue to evolve over the life of the contract, reflecting changing circumstances and experience gained through implementation of the EES and the EEP. Have in place procedures and resources to effectively manage and implement the EES and EEP deliverables.
EE3	Ensure that the EEP and EES meet the needs and expectations of the Buyer and Employers, using effective partnership working principles. Report progress to the Buyer and review the impact of the EES and EEP to identify whether deliverables are achieving the desired outcomes.

4 Member Engagement

- 4.1 It is essential that the Scheme is valued and utilised effectively by all of its Members and potential Members; including active, deferred and pensioner Members. The Supplier shall implement solutions to promote membership and engagement, emphasising the Scheme's value and benefits to its Members, which in turn will support the delivery of the Government/Buyer policies, in particular the recruitment and retention of Judges. The specific requirement concerns the Supplier's effective engagement with Members using an appropriate variety of means, media, and formats, to ensure that Members are knowledgeable about the Scheme, value the benefits available, and know about the methods which can be used to access those benefits. Engagement methods and plans must recognise and address the challenges involved in driving better understanding (e.g., getting people to engage early in their career and maintaining that engagement) and the needs of Judges as a profession (e.g., that they are focussed professionals who need information in a format suited to them that is engaging, concise, and appropriate).
- 4.2 The Supplier shall work collaboratively with the Buyer to produce and implement a Member Engagement Strategy (**MES**) and Member Engagement Plan (**MEP**), to be delivered over the life of the Contract. The MES and MEP will set out the strategy, aims, objectives and plans that the Supplier will deliver to promote pension awareness and planning, the Scheme and its provisions with Members. Innovation particularly aimed at improving Member experience, fully utilising suitable channels, media, and portals, facilitating a cultural shift where digital/application-based transactions and communications are the norm, should be at the heart of both the MES and MEP. Both will have arranged measures to assess the impact of the strategy in achieving the overarching engagement aims / pension planning / knowledgeable Member policies.
- 4.3 The MES shall include a methodology to collate and process data in order to ultimately

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assess the effectiveness of the MES; inform thinking on the Buyer's recruitment and retention policies; and better tailor interaction with Members to their needs i.e., the provision of the right information, in the best format, and at the right time.

4.4 The Supplier shall consider the Member Engagement Requirements below in conjunction with:

4.4.1 all applicable Laws; and

4.4.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.

4.5 The Supplier shall:

Ref.	Requirement
ME1	Produce, implement, maintain and update on an annual basis an MES that determines the aims, objectives and benefits that will be delivered in order to: • Enable Members to shape the information and engagement arrangements that are in place for them. • Ensure the service proactively engages with Members, from the earliest possible stage and on an ongoing/regular basis thereafter, so the service is not reliant on Members to instigate engagement through application or general query. • Promote the Scheme, its provisions and benefits with Members so that there is considered and effective use of the Scheme by Members. Ideally providing proactive targeted communications that give details relevant to a Member's current pension-saving position and their particular circumstances. • Enable and encourage a Member to access relevant further information about, and make use of, their Scheme provisions and benefit levels, giving a sense of ownership to the Member. • Increase Member awareness of pensions in general, to encourage Members to actively consider their wants and needs in retirement and enable them to effectively plan for their future. • Provide a service that is valued by all Members, responding to their personal circumstances and helps support them in their decision-making process. • Ensure Members can access up-to-date information on their own pension saving position and utilise that in their pension planning. • Recognise that different types of Members may need different levels of support. • Ensure services can be accessed, in accordance with relevant equality Law. This will include compliance with the accessibility regulations as set out in Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018, and with the Government's digital agenda. At the same time the Supplier is to effectively utilise a range of media, formats, portals and communication channels and adopt strong principles that shape open and honest relationships and suit the wide range of

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	audiences. The initial MES must be provided within 6 months of Contract Go Live.
ME2	Develop, implement, maintain and update on an annual basis an MEP, which sets out in detail the deliverable activities and timescales, with associated measurable outcomes, targets, and quality measures, to achieve the aims, objectives, and benefits of the MES. The MEP activities will align with the Communication section of the requirement, the initial MEP must be provided within 6 months of Contract Go Live.
ME3	Ensure that the MES and MEP meet the expectations of the Buyer and Members, including vulnerable Members (who will be the final users/recipients of outcomes). Whilst also ensuring full and complete adherence to the Pensions Regulator's good practice guidelines.
ME4	Have in place effective procedures and resources in order to effectively manage and implement the MES deliverables.
ME5	Report progress to the Buyer, Judicial Pension Board (JPB) quarterly, Judicial Pension Board Administration Committee (JPBAC) quarterly, and the Scheme Advisory Board (SAB), quarterly on implementation of the MES and MEP. Demonstrate whether planned deliverables are achieving the desired outcomes/benefits. Propose recommendations for altering/enhancing the MES and/or MEP to resolve any deficiencies.
ME6	Ensure that the MES and MEP are reviewed and continue to evolve over the life of the Contract, at least annually, to reflect changing circumstances and experiences gained through implementation of the MES and MEP.
ME7	Provide a technological solution, in accordance with Buyer, Governmental and Good Industry Practice, to support the delivery of the objectives and deliverables within the MES and the MEP that: • Allows Members to have seamless access. • Promotes Member self-service and provides assistance to Members to understand the online self-service option if required by the Member. • Is self-explanatory and informative. • Has the facility for Members to seek additional information as required, such as personalised estimates. • Uses assistive technologies as appropriate, such as online calculators, delivered in a format and range of media that are easy to use from multiple platforms. • Support all forms of operating software, such as, but not limited to, Microsoft Windows, Apple Mac OS, Android OS, across a multitude of devices, such as, smartphones, laptops, tablets, and any other form of digital display hardware. • Facilitates the monthly reporting of Member usage and engagement for the Buyer. • Is innovative, frequently reviewed and evolves to maintain equal pace with technological advances throughout the life of the

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	Contract. Is secure and compliant with National Cyber Security Centre (NCSC) standards for handling Government information.
ME8	Ensure full and complete adherence to all legal requirements regarding the Disclosure Regulations, including but not limited to: - Set out the minimum information that all Members must receive. - All Member material must be available in paper and electronic format - If an enquiry is received from a third party the Supplier must seek the relevant Member's written authorisation to release the information to the requesting third party. Their permission will not be required if it is a statutory request to disclose information, an investigation by a regulatory authority, or a requirement to provide information in compliance with a court order. - Provider a Leaver Statement to Members when applicable.
ME9	Facilitate compliance with the current legislation relating to the use of the Welsh Language including the Welsh Language Measure 2011.
ME10	The Authority will apply the 'Right first Time' principle, meaning that the expectation is that cases and processes are correct on their first attempt, minimising errors, reducing re-work and wasting resources. This is in order to achieve high quality in service and operational efficiency by avoiding the need for corrections and repeated efforts. The Authority has set the minimum expectation of 95% against the majority of KPI's and our 'Right First Time' principle is also applicable to the comparable KPI metric (95% against KPI's set at 95%, 100% against KPI's set at 100%).

5 Communications

- 5.1 The Supplier shall implement and use a range of innovative and effective channels and media to initiate and effectively manage communications with all Members to support the delivery of the Services under this Schedule.
- 5.2 The expectation is that there will be a focus on digital communications, to facilitate the best possible service to Members, but the overall mix of communications must enable Members to access and use their channel of choice. Within that, availability of the various channels and support mechanisms for them must recognise the Judiciary's needs and Good Industry Practice.
- 5.3 The Supplier shall consider the Engagement Requirements below in conjunction with:
- 5.3.1 all applicable Laws; and
 - 5.3.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.

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5.4 The Supplier shall:

Ref.	Requirement
C1	Make available: • A suitable mix of communication channels to enable Members, Beneficiaries and Employers to effectively communicate with the Supplier how and when they want to. • The channels will be responsive to demand (both in terms of volume and when Members will want to/are able to contact the service) and the characteristics of the differing Member groups, including ensuring the needs of vulnerable Members and Beneficiaries are met. Respond to: • Communications in a timely, accurate way, in a manner and format to meet the Member's needs and which encourages ongoing engagement. At all times, any form of communication must comply with: • Standards agreed with the Buyer • The requirements of all relevant Law, including but not limited to: ○ the Financial Services and Markets Act 2000 (as amended); ○ the Disclosure Regulations; and ○ the Data Protection Legislation. There should also be a clear synergy across all communication types, to ensure consistency of messaging and style across all communications with stakeholders and help to drive engagement and understanding.
C2	Communicate effectively with the appropriate authorities currently including the HM Treasury (including the Consolidated Fund). The Higher Judiciary are funded and paid from the Consolidated Fund which is managed by the HM Treasury. Communicate effectively with Cabinet Office, with regards to the MEP scheme, namely paying pension payroll to MEP's. HMCTS is an executive agency sponsored by the Ministry of Justice, who are responsible for the management of the tribunal and court services in England and Wales and process the respective salaries and fees for the Judiciary. This payroll information is then given to a third-party Payroll Provider who process the payments on behalf of HMCTS.

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	Judicial Office is independent from the machinery that supports the government and is responsible for the equivalent employer function for the Judicial Pension Scheme. It is responsible for onboarding Judges and processing the equivalent Human Resources functions that you would expect an employer to carry out, Judicial Office will also initiate the retirement process.
C3	Ensure effective communications with partners who have a key interest, or are directly involved in the administration of the Scheme, including but not limited to: • DBS, HM Revenue and Customs (HMRC), Department for Work and Pensions (DWP), Government Legal Department (GLD), HM Courts and Tribunal Service (HMCTS) National Audit Office (NAO) or its appointed auditor, the Scheme actuary, and other Government Departments. • Judicial Office • Supreme Court • Devolved Administrations • Additional Offices • Payroll Provider • Shared Services Connect Limited SSCL • CS Pension Administrator • Judicial College • Parole Board • Legal Aid Agency (LAA) • Northern Ireland Office (NIO) • Northern Ireland JAC • Electoral Commissioners • Judicial Appointments Commission (JAC) • Scotland Devolved Judiciary • Wales Devolved Judiciary
C5	All email communications from the Supplier will be in the form of a generic email address, which references Judicial Pensions. e.g. judicial.pensions@providername.co.uk
C6	Develop and agree with the Buyer a set of Scheme branding guidelines. Ensure that all communications adhere to those Scheme branding guidelines. Have in place measures to review the Scheme branding guidelines, recommend improvements, and implement any changes as and when agreed with the Buyer.

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C7	Ensure equality of access to all Services, including meeting the special requirements of all Members and Beneficiaries in accordance with relevant equality Law to include compliance with accessibility regulations and guidelines.
C8	Produce the appropriate management information, as agreed with the Buyer regarding all communication media issued or received by the Supplier relating to the Scheme that allows the Buyer to: • Monitor the type of activity and queries. • Continuously improve the quality of services provided throughout the life of the Contract. • Identify educational or training needs of Supplier Staff, Members, and stakeholders. • Inform the Member and Employer engagement strategies and solutions. • Collate feedback to inform policies. • Target information/personalise the service to Members or groups of Members thereby improving the Member experience. The above list is not exhaustive.

6 Service Innovations and Continuous Improvement

- 6.1 The Supplier shall provide innovative and continuously improving Services throughout the life of the Contract.
- 6.2 The Supplier shall consider the Service Innovations and Continuous Improvement set out below in conjunction with:
- 6.2.1 all applicable Laws; and
 - 6.2.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.
- 6.3 In addition to its obligations under Schedule 11 (Continuous Improvement), the Supplier shall:

Ref.	Requirement
SI&CI1	Within three (3) months of the Start Date develop and submit to the Buyer for approval a Service Innovation and Continuous Improvement Strategy (SIS) that meets the requirements of SI&CI1. Following the approval of the SIS by the Buyer, the Supplier will implement and maintain the SIS throughout the Contract Period and will submit an updated version of the SIS to the Buyer for approval every three (3) months starting three (3) months from the Contract Go Live date. Set out how the Supplier will continuously improve all services and

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	proactively innovate to develop and enhance the delivery of the services. Ensure the Buyer, the Supplier, and Members mutually benefit from the opportunities provided by changes and innovations in, for example: • Pensions industry practice. • Practice in other industries or wider parts of the Supplier's business that could be applied to the services. • Relevant technologies. • Quality, responsiveness, and performance mechanisms. • Business processes, including efficiencies, productivity gains or reduction of operational risk. • Managing Members' needs and expectations. The SIS will set out how the Supplier will develop the Services to the benefit of Members and Employers by putting them at the heart of the Service. The SIS will also set out how the Supplier will identify innovations and set out proposals for service enhancements. Including how the Supplier will use data from Scheme experience and feedback from Members, Beneficiaries and Employers in identifying potential improvements.
SI&CI2	Within three (3) months of Contract Go Live date develop and submit to the Buyer for approval a Service Innovation and Continuous Improvement Plan (SIP) that sets out in detail the activities, timescales, benefits, outcomes, and targets to be delivered to achieve the aims and objectives in the agreed SIS, and how these will be evaluated. Following the approval of the SIP by the Buyer, the Supplier will implement and maintain the SIP throughout the Contract Period and will submit an updated version of the SIP to the Buyer for approval every three (3) months starting three (3) months from the Contract Go Live date.
SI&CI3	Ensure that they proactively identify and develop the SIS and SIP to meet the needs and agreed expectations of the Buyer and Members and is complementary to and consistent with the Member Engagement activities.
SI&CI4	Have in place procedures and resources to effectively manage and implement the SIS and SIP deliverables.
SI&CI5	Report progress to the Buyer, JPBAC and JPB on implementation of the SIS and SIP. Review the impact of the SIS and SIP to identify whether deliverables are achieving the desired outcomes and action plan for addressing any failures to deliver the desired outcomes.
SI&CI6	Ensure that the SIS and SIP continue to evolve over the Contract Period, to reflect the changing circumstances and experience gained through their implementation.

7 Governance

Relationship and Contract Management

7.1 The Supplier shall develop and maintain a relationship with the Buyer that supports an effective partnership arrangement, which improves the administration, whilst providing assurances to the Buyer and wider stakeholders.

7.2 The Supplier shall consider the Governance Requirements below in conjunction with:

7.2.1 all applicable Laws; and

7.2.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.

7.3 The Supplier shall:

Ref.	Requirement
RCM1	Pro-actively strive to establish, build, and maintain effective working relationships across both organisations. Have in place effective management structures, staffing, and arrangements to ensure the proper delivery of the Services. Have Key Staff identified who have authority to take all strategic and day-to-day operational decisions regarding the provision of the Services. Ensure that, within the management structure, there is a named individual at executive level with the authority to: • make over-arching decisions regarding the delivery, and strategic direction, of the Services; and • address any issues relating to the delivery of the Services including any arising from the Supplier's wider business. Arrangements are to be in place for the named individual to meet every quarter with the Buyer's Senior Responsible Office ("SRO"), or delegate, for the Scheme, to discuss strategic and overarching issues relating to the delivery of the Services; including, where appropriate, matters escalated from the quarterly meetings of senior officials/representatives. These meetings are to be held at locations specified by the Buyer. Be accountable for the delivery of all the Services, ensuring that they are managed seamlessly and deliver optimum efficiency and cost effectiveness.
RCM2	Arrange, attend, and contribute effectively to the Progress Board between the Parties at a senior level to discuss strategic

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	and fundamental issues relating to the provision of the Services; including any matters escalated from the monthly Contract Management Meetings. This will include: • delivery against, strategic objectives for the Scheme; • consider Scheme data, trends, and experiences, and what impact they potentially hold for future strategy; • look at emerging practices and issues affecting the pensions industry, public service, other pension schemes, and the Justice sector to identify opportunities, risks, and issues which need to be considered within the Scheme strategy and its objectives; and • discuss any other issues of relevance to the strategic direction of the Scheme. Provide insight and analysis to support these discussions, which covers both known developments and potential developments ('horizon scanning'). The quarterly Progress Board meetings are to be held using appropriate virtual or distanced communication methods, or at locations, as agreed by the Buyer. The Buyer will chair these meetings. The Supplier will provide secretariat for these meetings.
RCM3	Arrange, attend, and contribute effectively at (as a minimum) monthly Contract Management Meetings to ensure that: • The Buyer is fully briefed on all information material to the provision of the Service(s); • The Buyer is assured about the effective management of delivery risks - including those relating to the calculation and payment of pensions, Scheme finances, and security; • The Buyer is able to self-serve to assess performance against agreed Service Levels; • The meetings add to the successful and efficient operation of the Services, including through discussion of the Supplier's performance and resolution of issues relating to the delivery of Services under this Contract; and • Any potential disputes are identified and discussed at an early stage, with the aim of avoiding the need for action under Clause 39 of the Contract. • The Buyer will chair these meetings and the Supplier will provide secretariat.
RCM4	Attend and contribute effectively to the meetings of the JPB and its sub-committees (quarterly), the Judicial Pensions Board Administration Committee (JPBAC), and the Scheme Advisory Board (SAB) all of which are to be held at locations, virtual or otherwise, agreed by the Buyer. Meetings will ensure:

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	The JPB has sufficient information and support to carry out its role in providing additional assurance about the effectiveness of Scheme administration and input on the strategic direction of the Scheme. The Supplier is required to contribute to Buyer produced papers. The Supplier is required to produce papers and presentations to assure the JPB that all aspects of the administration are fit for purpose. These meetings will be arranged by the Buyer and be chaired by JPB Members or the Buyer. Attend a pre-meeting with the Buyer before any quarterly meeting of the JPB where the Buyer and Supplier will discuss issues to be raised at the JPB meeting. The Supplier shall disclose any information or reports it proposes to present to the JPB to the pre meeting for approval by the Buyer and shall discuss any training it considers may be necessary for the JPB in accordance with RCM6.
RCM5	Provide comprehensive management information on all aspects of the delivery of the Services to the Buyer and reporting at such frequency and format agreed by the Buyer, together with an informative narrative on the delivery of the contract. This is to include information on performance against Service Levels to ensure that the Buyer Authorised Representative has current information upon which to assess the effectiveness of all key aspects of Scheme administration and the overall performance of the Supplier. As a minimum this will include a detailed monthly service report in a format to be determined by the Buyer, to be provided by the fifth working day of each month.
RCM6	Provide regular training and background information to the JPB on systems, non-Scheme regulations, new developments in the pension industry and so on, to enable them to understand the Scheme provisions and administration in order to carry out their duties effectively.
RCM7	Ensure the Buyer has access to key individuals who are able to respond to urgent requests and enquiries during both normal working hours and hours outside of the same, for Disaster Recovery and Business Continuity purposes. Provide a senior single point of contact for the Buyer, with a dedicated set of phone and email contacts providing the opportunity for an immediate response Monday to Friday (excluding bank holidays), time to be agreed with the Buyer.

Business Continuity and Disaster Recovery

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- 7.4 The Supplier shall facilitate the ongoing provision of pension administration services, including all operations and business processes, in the event of main service disruption(s) and/or failure(s).
- 7.5 The Supplier shall ensure there is minimal disruption to the Services in the event of a disruption, failure, or Disaster.
- 7.6 As a minimum requirement, the Supplier will ensure the provision of Services supporting the delivery of pension administration services meets the terms of this Contract.
- 7.7 The Supplier shall consider the Business Continuity and Disaster Recovery Requirements below in conjunction with:
- 7.7.1 all applicable Laws; and
 - 7.7.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.
- 7.8 The Supplier shall:

Ref.	Requirement
BC1	Set out and establish a BCDR Plan for the Services in accordance with Good Industry Practice and the provisions of Schedule 14 of the Contract. The Supplier is required to test its BCDR Plan and report the outcome to the Buyer in accordance with Schedule 14 of the Contract. The initial BCDR Plan must be provided 3 months prior to Service Commencement Date and must be updated annually, at the start of each calendar year, or when required by The Buyer.
BC2	The Services should be designed to minimise data loss. Consideration should be given to circumstances including both component and connection failures. In the event of an application or component failure, user data loss should be restricted to uncommitted data only. In the event of Disaster within the hosting environment functionality data must be recovered in under 8 hours. The Services must not have a single point of failure within the data centre. All application components within that data centre should be duplicated or have some form of failover. In the event of an application component failover, the application must still be capable of supporting the defined peak load.
BC3	It must be possible to restore the Services to a known point (e.g. in the event of a failure or for other business reason). In support of this the Supplier shall design a backup and storage approach that will ensure that data loss is minimised and that data can be restored within a reasonable period.

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	The backup needs to be verified to ensure they are capable of being restored, the restore procedures need to be tested regularly but at least annually. Backup data must be transported and stored securely in line with MoJ Information Assurance guidelines.
BC4	Produce and maintain a fully documented Disaster Recovery Plan in accordance with Schedule 14 of the Contract. The Disaster Recovery Plan must be provided within 6 months of the Start Date. In the event of an incident the proposed Disaster Recovery Plan must be capable of supporting the Scheme until the full Services are restored. Within twenty (20) working days of each test (carried out in accordance with Schedule 14), the Supplier shall provide the Buyer with a report documenting the outcome of the test and recommended actions and timescales for improvements. Following the Buyer's agreement to the report, the Supplier shall implement the agreed changes in line with the timescales.

Exit Transition Plan

7.9 The Supplier shall conform to the National Cyber Security Centre HMG Infosec Standard 5, HMG standard IA5 and MoJ policy and shall comply with the following standards, or their successors if appropriate, to be met when the system is decommissioned, and data is deleted.

- 7.9.1 Secure sanitisation of storage media - NCSC.GOV.UK Reviewed February 2020
- 7.9.2 Acquiring, managing, and disposing of network devices - NCSC.GOV.UK Reviewed September 2016.
- 7.9.3 Office 365 Data Destruction - Microsoft Docs February 2020.
- 7.9.4 NIST Special Publication 800-88 Rev 1: Guidelines for Media Sanitization February 2015
- 7.9.5 Cloud security guidance November 2018
- 7.9.6 End user device (EUD) security guidance November 2018
- 7.9.7 Information Commissioner's Office [Deleting your data from computers, laptops, and other devices](#)
- 7.9.8 [IBS ISO/IEC 27002:2022](#)

ETP1	The Supplier is required to develop and implement a solution which is accompanied by an associated Exit Transition Plan ("ETP"), which, in the event of service termination or expiry in accordance with the Contract,
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	would achieve an efficient, effective, and low-cost transition, which minimises risk to the Buyer and/or Replacement Supplier. The ETP must be developed and agreed by the Buyer within the first 6 months of the Start Date of transition start. The ETP must be updated annually and amended if/when deemed necessary by The Buyer.
ETP2	The Supplier is required to develop and maintain, throughout the life of the Contract, a robust ETP that describes in detail the responsibilities and duties leading up to and during the expiry and/or termination of the Contract, which will be designed to ensure the orderly and smooth transition of services at the expiry and/or termination of the contract, in accordance with ETP1.
ETP3	The ETP must be maintained so as to be capable of immediate implementation. The main body of the ETP will be drafted and presented in a consistent format using recognised industry standard methodologies (for example those from ISO or ITIL®).
ETP4	Where the ETP makes reference to separate operational documents, such as system and data documentation or the service operation manual, the same will be maintained at the same standard as the ETP, as described at ETP2 above, and will also all be available to be viewed and audited by the Buyer or the Buyer's representatives at any time.
ETP5	The scope of the ETP will cover all aspects of the Supplier's delivery of the Services, including systems, data (including shared infrastructure and security), assets, personnel, facilities (such as buildings). Portability of data will be a key aspect of the ETP and the process to manage the same must be maintained to the same standard as the ETP, as described at ETP2 above, and will be subject to independent audit.
ETP6	During Exit, whether orderly or emergency, the Supplier will work with the Buyer and/or a Replacement Supplier(s) to ensure a timely and orderly transition.
ETP7	Following initial acceptance, the ETP will be presented to and reviewed by the Buyer on an annual basis. The ETP will be amended as deemed necessary by the Buyer.

Audit Requirements

- 7.10 The Supplier shall provide and have agreed with the Buyer an appropriate assurance framework covering governance, risk management and control processes relating to the administration of the Scheme.
- 7.11 Auditing is an independent, objective assurance and consulting activity designed to add value and improve operations. It assists an organisation to accomplish its objectives by providing a systematic and disciplined approach to the evaluation and improvement of the effectiveness of risk management, control, and governance processes. The Supplier shall ensure appropriate audit arrangements are embedded in the assurance framework in accordance with the following requirements.

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- 7.12 Requirements in respect of external audit, and in particular those relating to the production of annual accounts, are covered under section 11 (Financial Requirements) of this Schedule.
- 7.13 The Supplier shall consider the Audit Requirements below in conjunction with:
- 7.13.1 all applicable Laws; and
- 7.13.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.
- 7.14 The Supplier Shall:

Internal Audit (IA) Requirements	
Ref.	Requirement
IA1	Provide an internal audit service which complies with the Global Internal Audit Standards ("GIAS"). In particular, an audit strategy ("AS") is to be produced within the first 3 months of the Contract Go Live and delivered over the term of the Contract. The initial AS must be agreed by the Buyer, the Supplier must review the AS annually. The AS will set out the strategy, aims, objectives and procedures to ensure that the GIAS (as amended from time to time by the Buyer) are adhered to, and that the requisite assurance over Scheme governance, risk management and control processes is provided to the Buyer, its Audit Agents (the Government Internal Audit Agency) and HM Treasury. The AS will set out how assurance will be provided and the timelines will be agreed with the Buyer. The AS is also required to: • provide and demonstrate the independence of the internal audit function from the Supplier's management team as required by the Buyer; • set out arrangements for engaging with and providing objective reporting to the Buyer Authorised Representative, as required by the Buyer; • establish the principles applying to the experience, qualifications, and specialism of the audit team, including its senior manager and provide details of how this will be met by the internal audit service; • set out the principles that will be adopted to ensure the Supplier implements audit findings; and • set out the process and timeline for providing assurance to the Buyer. This must include an annual, written statement of assurance from the Supplier's internal auditors to the Buyer.
IA2	Develop, implement, and maintain a risk based annual audit plan ("AAP") within the first 3 months of Contract Go Live and delivered over the term of the Contract. The Supplier shall review the AAP annually. The initial AAP must be agreed by the Buyer and its Audit Agents and shall set out in detail the deliverable audit activities, timescales, and resource, together with associated measurable outcomes, targets, and quality measures, to achieve

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	the aims, objectives, and benefits of the AS in accordance with the following processes: • a memorandum of understanding agreed between the Parties for producing and agreeing terms of reference/reports and sharing/reviewing with/by the Buyer Authorised Representative and/or its Audit Agents; • periodic updates (on a quarterly basis) to the Buyer Authorised Representative/its Audit Agents on the progress of the AAP; and • ensure that once agreed, the AAP is only amended with the approval of the Buyer and/or its Audit Agents.
IA3	Provide all necessary support, access, and information to allow the Buyer/its Audit Agents to evaluate the Supplier's internal audit provisions against the required standards, or to undertake specific audit reviews of the Supplier's systems and processes for administering the Scheme, as deemed necessary by the Buyer. This includes Supplier's systems and processes for administering the Scheme, when required and within the timeframe specified by the Buyer.
IA4	Have in place effective procedures and sufficient qualified resource to manage and implement the AS and AAP deliverables in accordance with GIAS. The Supplier shall deliver the AAP in IA2 by undertaking audit on at least 100 days each year under the supervision of a qualified audit resource.
IA5	Report progress to the Buyer/its Audit Agents on implementation of the AS and AAP and recommendations arising from audit assignment on a quarterly basis. Demonstrate whether planned deliverables (as set out in the AAP) are achieving the desired outcomes/benefits (as set out in the Audit Strategy) and propose recommendations for altering/enhancing the AS/AAP or to resolve any deficiencies on a quarterly basis.
IA6	Ensure that the AS continues to evolve over the term of the Contract (subject to the Buyer approving changes to the AS), to reflect changing circumstances, experience gained by the Supplier and any changes made to GIAS.
IA7	Provide detailed data on individual member records on request from and in accordance with any request from the Buyer, NAO, Internal Audit, HM Treasury in a timeframe specified by the Buyer.

8 Data Management

- 8.1 It is essential to the effective operation of the Scheme that data is effectively collected; verified and reconciled to ensure accuracy; securely held in accordance with the Buyer's security requirements; transferred; and used correctly to administer the Scheme. This includes the need to fully comply with all Data Protection Legislation. The Supplier shall continuously improve the quality of scheme data and utilise advances in technology to improve service provision to be agreed with the Buyer. It will have in place a plan for achieving this, which includes regular reporting to the Buyer on progress and impact.
- 8.2 The Supplier shall consider the Data Management Requirements below in conjunction with:
- 8.2.1 all applicable Laws; and
 - 8.2.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.

Maintaining a Pensions Record

- 8.1 The Supplier shall:

Ref.	Requirement
DM1	<u>Data Quality</u> Within 6 months of Contract Go Live, produce and supply a Data Quality Audit Report (DQAR) to the Buyer which identifies the quality, accuracy and completeness of the Scheme's data. Within 40 working days of the Supplier providing the DQAR and subject to feedback and direction from the Buyer, produce a draft Data Improvement Plan (DIP), based on the approach to data improvement set out in the Supplier's bid documentation and which addresses the issues identified in the DQAR. The DIP must be provided to the Buyer within 40 days of the DQAR being signed by The Buyer. Subject to the agreement of the Buyer, implement the actions in the DIP, including liaising directly with those responsible for submitting the data to address, explain, and rectify any issues and responsively and proactively manage these issues. The DIP should demonstrate how all aspects of data management, including collection, storage, and use, would continue to evolve to ensure the best possible service is provided to Members and other stakeholders. Throughout the life of the Contract maintain and implement the DIP, in a format and with content to be agreed by the Buyer. Produce an annual assurance statement each Contract Year to the Buyer that demonstrates the accuracy and completeness of the data and its storage. The assurance activity should reflect the Pensions Regulator's guidance and regulation in respect of good record keeping and evolve over

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	the life of the Contract as any data issues are identified and addressed.
DM2	<u>Data Collection</u> Collect, validate and store accurate, complete, and up to date Scheme data (e.g., from the preceding month in the case of service, salary and fees, and contributions data) to allow the Supplier to fulfil its obligations under this Contract. Ensure the accuracy of the Scheme data by implementing effective monthly data validation and reconciliation processes. Identify any gaps, issues or inconsistencies in the monthly data collection and take proactive remedial action to address all issues, to ensure that there is an accurate and up to date record for each Member and Beneficiary. Where there are any changes required to the data interface and/or data collection processes, work proactively with Employers and other relevant parties to implement those changes in an accurate and timely manner.
DM3	<u>Data Transfer</u> Retrieve and transfer data accurately and securely, through mechanisms and in formats as agreed with the Buyer, as appropriate, to: • Provide the appointed Scheme Actuary with data for the purposes of carrying out their obligations to the Buyer including, but not limited to, conducting Scheme valuations, producing reports for annual report and accounts and advising the Buyer on the actuarial impact of potential changes to the Scheme. • Provide Members and Employers with information on Members' salary, service, and accrued Scheme benefits; including the capacity to do this online through self-service as appropriate. • Provide data to meet the Buyer's requirements in responding to all Buyer business, including, but not restricted to: Parliamentary Questions (PQs), Subject Access Requests, Ministerial briefings, Freedom of Information requests, policy development and forecasting. These data extracts are to be provided with a maximum of three working days, except in urgent cases e.g. PQs, where data will be provided with one working day. • Data extracts will be system-driven and not manual extracts. In providing these data extracts, provide an analysis of any relevant issues concerning the reliability and completeness of the data.
DM4	In addition to producing and implementing the DIP, as an on-going obligation whilst administering the Scheme, proactively identify issues with the quality, accuracy and completeness of the Scheme's data. Where issues are identified, liaise directly with those responsible for submitting the data to address, explain, and rectify any issues and responsively and proactively manage these issues. This will include issues raised by Members about the quality of data.
DM5	Proactively monitor and analyse Scheme data to identify trends or patterns

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	of behaviour, or anything else of interest, to suggest to the Buyer the possible impact on the Member service, workforce planning and policy arrangements governing the Scheme.
DM6	At all times, and in accordance with applicable Laws, maintain clear audit trails to facilitate checking and audit of data.
DM7	Provide an annual benefit statement to Members that complies with current Law, and which is in a format that includes sufficient detail to encourage them to engage with their pension information – including to check that their data is up to date and accurate. Where a Member has benefits in more than one scheme, the single annual statement will cover all benefits. Provide a statement detailing the current value of benefits, if requested by a Member within two months of the date the request is made. Provide data extracts and meet other requirements to ensure that the Scheme complies with its obligations to deliver Pensions Dashboard.
DM8	Provide a technological solution, in accordance with Good Industry Practice and UK Government policy, which supports the delivery of DM1 through to DM9 inclusive, in a systematic, consistent, and controlled manner.
DM9	Ensure its platform/service meets the security requirements set out in Schedule 16 (Security). Comply with all and the security requirements set out Schedule 16 (Security) Ensure it has all relevant licences and approvals required by Law to provide the Services and such licences and approvals are maintained during the Contract Period.

9 Security

9.1 The Supplier shall support the delivery of wider Government and Buyer policy in respect of Data Security, specifically Schedule 16 (Security) and related HMG and Buyer standards, all of which are mandatory requirements. The NCSC standard is located here: [Minimum Cyber Security Standard](#). This requires the Supplier to have clear plans for meeting these standards and the requirements therein, taking into account issues such as information risk management, physical and personnel security and access controls placed on the data.

9.2 The Supplier shall consider the Security Requirements below in conjunction with

9.2.1 all applicable Laws; and

9.2.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.

9.3 The Supplier shall:

Ref.	Requirement
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DS1	Before Processing any Buyer Data, agree with the Buyer the encryption methods that it and any Subcontractors that Process Buyer Data will use to comply with Annex 1 Part B of Schedule 16. All data in transit must meet NCSC Minimum Cyber Security Standards (<u>latest published version</u>) and Buyer standards for protection of data at rest and in transit. Evidence how it will provide a service that is compliant with the HMG Security Policy Framework (“SPF”) as described and required on a mandatory basis in accordance with Schedule 16 (Security Management) and the Buyer data security requirements, whilst ensuring continued Buyer access to all data, in a format agreed with the Buyer.
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9.3.1 The HMG Security Policy Framework is published at: Collections Government Security

9.3.2 The SPF details the standards that Government Departments are to require from their Suppliers.

9.4 There are fifteen (15) documents in the above link, but the Buyer’s attention is drawn particularly to the following six:

9.4.1 SPF Security Policy Framework

9.4.2 CYBER Minimum Cyber Security Standard

9.4.3 BPSS Government Baseline Personnel Security Standard

9.4.4 OFFICIAL Government Security Classifications

9.4.5 PII & OFFICIAL-SENSITIVE+ Contractual Process Personal or Classified Data

9.4.6 SAF Government Supplier Assurance Framework

10 Use of ICT

10.1 The Supplier shall deliver market-leading pension administration services for the Scheme. To support this objective the Supplier shall provide a high quality, integrated technological solution to deliver this that reflects and maintains pace with Good Industry Practice.

10.2 The Supplier shall provide a technological solution that reflects and maintains pace with advances in technology and industry practices.

10.3 The Supplier shall consider the below ICT Requirements in conjunction with:

10.3.1 all applicable Laws; and

10.3.2 Schedule 10 (Service Levels) including in particular the Performance

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Indicators.

10.4 The solution is required to meet the Standards, specifically, the Supplier shall:

Ref.	Requirement
ICT1	Provide an effective integrated technological solution supporting the end-to-end delivery of pension administration and related services in accordance with Buyer, Governmental and Industry Standards, and which includes but is not limited to, the following functionality: • Allows Members and Beneficiaries to have seamless access. • Is self-explanatory and informative. • Has the facility for Members to seek additional information as required, such as personalised estimates. • Has the flexibility to ensure the needs of vulnerable Members and Beneficiaries are met. • Uses assistive technologies as appropriate, such as online calculators, delivered in a format and range of media that are easy to use from multiple platforms. • Supports all forms of operating software, such as, but not limited to, Microsoft Windows, Apple Mac OS, Android OS, and those across a multitude of devices, such as, smartphones, laptops, tablets, and any other form of digital display hardware. • Facilitates the monthly reporting of Member usage and engagement for the Buyer • Is innovative, frequently reviewed and evolves to maintain equal pace with technological advances throughout the life of the Contract. • The solution must comply with Data Protection Legislation. • Log transactions including but not limited to, viewing and editing data as defined by the Buyer. As well as identify the user that accessed the solution, and the time the access or any change was made. • The solution must provide the ability to roll back user actions and changes in the event of an error or mistaken deletion of data. • Enable permitted users to access and view audit logs. Logs must be stored remotely to ensure forensic diagnostic capability following an incident. • The solution must ensure that all users and relevant employees have their solution access rights revoked on termination of employment, or on a change of role which does not require the initial access level. All access rights must be reviewed every 3 months. • The Supplier must define, document and agree with the Buyer the roles and responsibilities of their staff and sub-contractors who are responsible for administering and operating the solution.

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	IT administrative access Supplier Staff must be cleared to Security Check Level.
ICT2	Have in place effective and documented procedures to maintain the ICT solutions that are used to deliver the Services. - The solution must be available to all users on a 24 hour basis. - Planned maintenance must be agreed with the Buyer through the approval of a rolling schedule of planned maintenance in accordance with provisions of Schedule 28 (ICT Services) of the Contract. - The solution must have an availability level at the data centre of least 99% per year (Planned outages excepted). - The Supplier must ensure that all solution information and assets and supporting utilities are provided appropriate physical protection from internal, external and environment threats.
ICT3	Develop and maintain an ICT improvement strategy to ensure continuous security improvement and development in accordance with Buyer and Member/Employer needs as well as changes in general ICT delivery. The technology solution should be capable of delivering change throughout the lifetime of the Contract. The ICT improvement strategy must be provided to The Buyer within the first 3 months of Contract Go Live and must be reviewed annually.

Government Interoperability Framework and Buyer Data Security Standards

10.5 The Supplier's may decide how to deliver the Services to the Scheme, including the technology it uses, subject to data hosting locations being in the UK. The Supplier shall provide a solution it believes offers the best quality of service and value for money.

10.6 The technical solution proposed by the Supplier and associated interfacing mechanisms with other systems shall be required to conform with the current e-government Interoperability frameworks, its policy, and standards, and adopt Good Industry Practices throughout the Contract. This includes solution design, development, implementation, as well as BAU services. The solution shall also operate in a secure and robust manner in accordance with UK government security guidelines and comply with current Law.

10.7 The Supplier shall comply/meet the below standards and ensure they keep up to date when changes are implemented to a timescale agreed with the Buyer:

10.7.1 The National Cyber Security Centre Minimum Cyber Security Standards here: Minimum Cyber Security Standard

10.7.2 HMG Security Policy Framework here: Security Policy Framework

10.7.3 HMG Open Standards here: Open Standards Principles

10.8 The Supplier shall maintain the safety and integrity of both the physical sites of the operations and the technological solution and its associated components by adopting the appropriate Buyer data security standards.

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10.9 This includes (but is not limited to) the systems the Supplier (and all sub-contractors or contractors) operates to support the delivery of the Services and the data that is held and transmitted across the operation. The Supplier shall follow the industry standards and the business continuity and disaster recovery guidance:

10.9.1 ISO27001, 27002 (and provide the Buyer with the scope and detail of what the certification covers);

10.9.2 ISO22301; and

10.9.3 the Data Protection Legislation.

10.9.4 The Supplier is also required to refer to the following:

10.9.5 HMG Security Policy Framework;

10.9.6 NCSC Minimum Cyber Security Standards; and

10.9.7 NCSC Cyber Essentials Plus.

10.10 Where one or more conflicting standards apply to any particular case, the Buyer shall determine with which standard the Supplier shall comply.

10.11 The Supplier shall:

Ref.	Requirement
ICT4	Comply, adhere, or adopt, as appropriate, all the security requirements set out in Schedule 16 (Security) Provide protective monitoring to support the detection of malicious activity. This should include: • Network enterprise event monitoring • Application management • Hosting Enterprise Event Monitoring Supply and maintain a comprehensive service and plan, which will be developed within the first 3 months of the Contract Go Live and reviewed annually for: • Incident Management • Problem Management • Event Management • Continuity Management • Availability Management • Change Management • Release Management • Security Management
ICT5	Ensure that the Supplier Staff have: • A good understanding and experience of <u>eGovernment Interoperability Framework (e-GIF)</u> standards and solutions and enterprise application

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	integration and how they will be applied to provide the solution. • Formal interoperability qualifications such as e-GIF certified practitioners.
ICT6	Demonstrate good data security incident management. As a minimum, the following key steps should be taken: • Develop a data loss incident management policy. • Form and train incident response teams. • Develop a communication plan. • Forensic readiness policy and capability. Complete the Buyer's incident reporting form as quickly as possible after a security incident. The form should be sent to the following email address: jpsgovernance@justice.gov.uk
ICT7	Identify all components of the Supplier's solution that will run on a shared infrastructure, clearly identifying: • How Buyer data is segregated from non-Buyer data on the Supplier System. • How the Supplier will manage the risks associated with the connectivity to ICT systems, where other Buyers of the Supplier might have lower security requirements.
ICT8	The solution must ensure that Supplier's development and test environments are appropriately separated from the live environment. Also ensure that the Buyer's Protectively Marked information or Personal Data is not processed on development and test environments.
ICT9	Maintain logs and records for audit purposes which: • Include all operations and changes made to data and information, identifying the user and the time access or changes were made • are available to designated authorised users, specified by the Buyer and at the request of the Buyer • which are stored remotely to ensure forensic diagnosis capability for audit purposes and in the event of an incident in the event of an error or system failure, the records must provide enough information to support investigation and isolation of the point and possible cause of the failure

Financial Transactions and reporting

10.12 The Supplier shall ensure all aspects of the Scheme's financial arrangements are robust and that the Buyer is effectively supported to lay accurate and unqualified annual accounts for the Scheme for each financial year, pre-parliamentary summer recess in line with HM Treasury timetable guidance,

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covered by this Schedule.

- 10.13 The Supplier shall support the Buyer to effectively manage Scheme finances and ensure all accounting and reporting duties are undertaken effectively. This includes any request for reports on accounts. The standard and format are to be agreed with the Buyer's finance lead.
- 10.14 This will include, but is not limited to, the requirement to accurately and effectively record and maintain records for all transactions performed as part of administering the Scheme. Also, ensure these records, reports and bank accounts are approved and reviewed before submission to the Buyer to ensure they are complete and accurate and are open for scrutiny by the Buyer and relevant audit teams.
- 10.15 The Supplier shall consider the Financial Transactions below and reporting Requirements in conjunction with:
- 10.15.1 all applicable Laws; and
- 10.15.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.
- 10.16 The Supplier shall:

Ref.	Requirement
FR1	Maintain sound financial controls in accordance with relevant Accounting Standards and Law, including those defined in the Treasury publication ' <u>Managing public money</u> and obtain the Buyer's prior approval for any changes to the Supplier System and processes.
FR2	Maintain sound robust internal controls to ensure that source data is accurate and stands up to audit scrutiny by the Buyer's external auditor. Sufficient information to maintain a clear audit trail to source documents and authorisations must be maintained and made available to the Buyer, or nominee of the Buyer, on request and within reasonable timescales. As a minimum, that information is to be kept for a period to be agreed by the Buyer, taking account of over-riding legal requirements/accounting standards for maintaining data.
FR3	Provide an itemised payslip (in hard copy, where the Member or Beneficiary has not elected to receive payslips online) to pensioners and Beneficiaries where the pensioner or Beneficiary is a new addition to the payroll, or there has been a change in the "net" pension by more than £5.00, or any other amount as varied from time to time by the Buyer. NB – Payslips for Members of the MEP scheme will remain paper based.
FR4	Produce P60 (substitute) tax forms to office holders/pensioners in the MEP's and Political and Public Office Schemes. The P60 must show the proportion of the LTA represented by the pension. NB: With the exception of pensioner payroll, all other pension administration is contracted via

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	IPSA/Cabinet Office, this is a unique feature due to the payments being made from the Consolidated Fund (as required by HM Treasury).
FR5	Provide accurate monthly reconciliations and supporting documentation to Buyer finance staff by working day eight (8) of the following month at the latest. The standard and format for reconciliations is to be agreed with the Buyer Finance Lead.
FR6	Actively engage with relevant authorities to identify all Members who are reaching retirement age including Deferred Members. Where a Deferred Member is reaching 70 and has not been traced, use all reasonable endeavours to trace the applicable Deferred Member. The Supplier will produce an annual report identifying each Deferred Member and the estimated total due to them in back payments.
FR7	All financial transactions will be carried out securely, in accordance with relevant financial security standards (such as by BACS, PCI DSS).
FR7A	Resolve and respond constructively and completely to queries raised by the Buyer's Financial Accounts Team within five working days. Queries raised by the Buyer and Buyer's external auditor will need to be resolved and responded to more quickly during the year-end audit.

Bank Accounts

10.17 The Supplier shall:

Ref.	Requirement
FR8	Ensure bank accounts are reconciled monthly, ensuring draw-downs from the Main account to Lowers or Highers is only made in the same month payments are made from Lowers/Highers bank accounts and receipts into the Lowers bank accounts are transferred into the Main bank account in the same month with sufficient bank statement reference on scheme and type of the transactions, to avoid unnecessary queries. Receipts into the Highers account should be returned to the HM Treasury Consolidated Fund in the same month, with sufficient notification and explanation provided to HM Treasury. Retain bank accounts statements. Provide monthly reconciliations and supporting documentation to Buyer's finance staff within 8 (eight) working days of the period end. Reconcile pensioner payroll and provide pensioner and lump sum reports that matches payments made from bank accounts within ten working days of the end of the month.
FR9	Utilise Government Banking Service accounts for all payments and receipts. These accounts will be set up by the

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	Buyer with sufficient access delegated to enable Supplier Staff to fulfil requirements. Access to the bank accounts will be strictly controlled with access permitted to only a limited number of named Supplier Staff and ensure that appropriate security controls are in place, ensure that its online banking management system user profiles reflect the role of the user and are approved by the Buyer prior to implementation. The Supplier shall: - regularly review the user profiles and ensure they are in line with the relevant user's business role; - ensure that each user profile only allows the user to perform the business role that he/she is authorised to undertake; and - ensure that all user profiles are maintained. Reconcile these bank accounts by the date agreed by the Parties.
FR10	Provide an accurate monthly forecast of cash requirements to the Buyer.
FR11	Provide to the Buyer the monthly cash forecast profile for the following month by the 8 th working day of the current month. The Buyer will ensure these funds are available on the first of each month.
FR12	Make payments directly to pensioners' or Beneficiaries' bank or building society accounts. In cases which are urgent and with the agreement of the Buyer, the Supplier shall make payment by CHAPS.
FR12A	Ensure that none of the Bank Accounts become overdrawn.

Receipt of Contributions and Other Income

10.18 The Supplier shall:

Ref.	Requirement
FR13	Establish, implement, and maintain systems to provide assurance to the Buyer and its Auditors, that demonstrates accurate, timely and complete remittance of contributions to the Supplier. By the 8th working day of the month, provide the contribution reconciliation report to confirm breakdown of contributions received, which agree to amounts received in bank account.
FR14	Take proactive remedial action to detect and address late and/or incomplete remittance of contributions, including

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	reporting non-compliance to the Buyer where appropriate. Where there is a case of incorrect or incomplete remittance of contributions, determine whether this was a result of fraudulent action, and if it appears fraud is involved, inform the Buyer immediately. All documents pertaining to the fraud must be provided to both the Buyer and the Police (Action Fraud).
FR15	Keep complete and accurate records of contributions received from each Employer and provide reports on this information as requested by the Buyer. Data extracts must, at a minimum, show data to the level of Employer/Member, ordinary/additional contributions, and contribution(s) to the pension administration fee.
FR16	Keep a fully reconciled register showing full details for Members who have taken early retirement or who have made an election for the Scheme make payments on their behalf including but not limited to HMRC in respect of Tax liability. This will be made available on request at no additional charge.

Debtors and Debt Recovery

10.19 The Supplier shall:

Ref.	Requirement
FR17	Establish, implement, and maintain systems to record and report on <u>all</u> outstanding debt, including and not exclusive to accruals, overpayments/underpayments; arrears; late contributions; in accordance with the Buyer's instructions. Provide evidence and assurance to the Buyer that demonstrates Scheme debt is being robustly managed.
FR18	Establish robust systems to collect outstanding debts and escalate to a debt collection agency as appropriate. Provide monthly updates to the Buyer with respect to outstanding debt recovery. Where the debtor makes the case, or there is otherwise a case for writing off the debt, in accordance with arrangements set out by HM Treasury, ensure cases are handled promptly and sensitively, and that all evidence and details are provided to the Buyer to enable it to consider if a write-off can be substantiated. Where the debtor becomes insolvent, or the debt remains outstanding the Buyer must be advised as soon as the possibility or probability of insolvency is known. Overpayments sit within the Supplier's normal case flow for the first 3 months if no response is received after 3 months the Supplier must follow a to a monthly interaction with the case until resolved. If no response the Supplier will liaise with the Buyer around next steps to further progress the overpayment. The supplier must provide an Overpayment

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	report to outline each Overpayment position to the Buyer on a monthly basis. Where the failure to recover the debt pre-insolvency is due to a lack of interaction from the Supplier, bear the cost of the debt, otherwise all evidence of debt collection will be provided to substantiate a write off in accordance with HM Treasury guidelines.
FR19	Where there is a case of overpayment of pension benefits, determine whether this was a fraudulent claim, and if it appears fraud is involved, inform the Buyer immediately. All documents pertaining to the fraud must be provided to the Buyer.
FR20	Where a debt arises, report the case to the Buyer and provide all relevant details including an analysis of how and why the debt arose. Where the debt has arisen due to an act or omission of the Supplier, it will be the Supplier's responsibility to reimburse the Buyer within three (3) months of the debt first being identified by the Supplier. Where a debt has been reimbursed by the Supplier or any previous Supplier a fully reconciled list will be provided to the Buyer and the Supplier will ensure that repayments are made to the correct entity to satisfy the debt. This will be reconciled monthly and reported to the Buyer. The use of a Debt Collection Agency is permissible in instances where the following criteria has been met: a) the correct process has been adhered to (the overpayment process) b) the Subsidiary Performance Indicators relating to the overpayment have not been breached and c) the Supplier may use Debt Collection Agency in instances where the debt has been reimbursed to the Authority by the Supplier and where the overpayment has not been recovered all, or in part. The Supplier is also permitted to use a Debt Collection Agency to recover an overpayment that the Authority is liable for, once steps a and b above have been followed and completed.
FR21	Provide a monthly aged debt report to the Buyer for inclusion in the monthly management accounts. This should reflect all outstanding debts including but not exclusive to contributions.

Payment of Pensions

10.20 The Supplier shall:

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Ref.	Requirement
FR22	Establish, implement, and maintain systems to record and report all payroll benefit payments, all contribution types, HMRC payments lump sum payments and one-off payments in accordance with the Buyer's instructions. Provide evidence and assurance to the Buyer that demonstrates each payroll type is managed robustly, including providing pensioner reports and lump sum reports by the 10th working day of the month, showing separately for Highers and Lowers.
FR23	Ensure that there are sufficient funds in the bank account to meet the daily payments from each category, and within Government Banking Service guidelines. Liaise with the Buyer's Finance Team to top up funds as required.

Forecasts of Income and Expenditure

10.21 The Supplier shall:

Ref.	Requirement
FR24	Provide accurate and timely scheme data as specified by the Buyer to allow the Buyer to prepare forecasts for each receipt and payment type as required by HM Treasury and the Buyer to meet their respective obligations. As a minimum these requirements are: • Monthly cash forecasts to the Buyer • Annual Office for Budget Responsibility ("OBR") Statement. • Supplementary Estimate. • Main Estimate. This list, and therefore the required data, is liable to change as directed by HM Treasury, OBR and successive Governments. Support the Buyer in responding to issues raised by OBR or HM Treasury.

Financial Reporting – Scheme Monthly Forecast Outturn and Reporting

10.22 The Supplier shall:

Ref.	Requirement
FR25	Provide monthly by working day 8 of the month a report of: • reconciliations and supporting documentation • details of all payments and receipts made by the Judicial Pension Scheme and Consolidated Fund to

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	Buyer finance staff The standard and format for reconciliations and reports is to be agreed with the Buyer Finance Lead, but will include: • an aging profile (as approved by the Buyer) for any outstanding items on that reconciliation; and • identify any significant or material reconciling items.
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Financial Reporting – Scheme Interim and Annual Report and Accounts

10.23 The Supplier shall:

Ref.	Requirement
FR26	Prepare and submit supporting documentation and data to facilitate the production of the interim and annual report and accounts, as set out by the Buyer, by working day 8 in January (for interim) and April (for final accounts) at the latest. This must be reviewed to ensure complete and accurate data is provided in a timely fashion as determined by the Buyer and prior to audit by the National Audit Office (NAO), or its appointed auditor.
FR27	Draft and submit statistical information and reconciled Membership data for the annual report and accounts as required by the Buyer with an appropriate commentary. These should be submitted to the Buyer for inclusion in the annual report and accounts, by working day 8, prior to audit by the NAO or its appointed auditor.
FR28	Ensure that key staff are available during the interim and year-end audit, and at other times as necessary, in order to satisfy the NAO's audit requirements in respect of the interim and annual report and accounts.
FR29	Make available members of the Supplier Staff to assist the Buyer, NAO, or authorised auditor in their duties such as: • tracing and supplying records or other documentation; • answering queries; or • providing financial or other data in a timely fashion as requested. Provide HM Treasury with any information requested and shall provide copies of the provided information to the Buyer.

Finance Governance

The Supplier shall:

Ref.	Requirement
FR30	Ensure that relevant and appropriate control and overview

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	exists regarding all aspects of the business in accordance with relevant guidance and Law. Including, but not exclusive to, systems access, maintenance of records and calculations regarding Member payments for lump sums or premature retirement, debtors, and creditors.
FR31	Share data, papers and reports relating to financial control with the Buyer's Pensions and Finance teams and Scheme Auditors. The detail of each annual audit plan will be subject to agreement with the Buyer and JPB. This requirement extends to papers relating to the Supplier's wider business where those have or may have any connection with or impact on the financial controls in place for provision of the services.

11 Transition, Implementation and Testing Procedures

- 11.1 The Supplier shall achieve all requirements set out in this Schedule within the timescales agreed with the Buyer. In accordance with Schedule 8 (Implementation Plan and Testing) of the Contract, the Supplier shall provide the Deliverables Items during the Transition Period
- 11.2 The Supplier shall establish a good working relationship with the incumbent supplier to ensure full cooperation and a streamlined transition to the Supplier. The process should be seamless for all key stakeholders involved during the Transition Period.
- 11.3 The Supplier shall be responsible for efficient project management of the Transition Plan and will keep the Buyer regularly informed of progress against the Milestones.
- 11.4 The Supplier shall consider the Transition, Implementation and Testing Procedures Requirements below in conjunction with:
- 11.4.1 all applicable Laws; and
 - 11.4.2 Schedule 10 (Service Levels) including in particular the Performance Indicators.
- 11.5 This section is split into three sections as follows:
- 11.5.1 Initial transition: requirements for the transition phase and the Service provision from the **Start Date** to day 1, **Contract Go Live Date**.
 - 11.5.2 Implementation: changes to the Service that are expected to be delivered over 6 months following the **Contract Go Live Date**.

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- 11.5.3 Service innovations and continuous improvements: longer term changes to the Service provision.

Transition requirements

11.6 The Supplier shall fulfil the Transition requirements set out below in compliance with:

- 11.6.1 All applicable Laws;
- 11.6.2 The Transition Plan; and
- 11.6.3 Parts A and B of Schedule 8 (Implementation Plan and Testing)

T1 – Transition requirements – summary

The Supplier shall:

Ref	Requirement
T1	Successfully complete the Deliverable Items including implementing all aspects of the Scheme administration services before the end of the Transition Period. The Transition phase of this project refers to the transition between the services provided under the existing contract to the services to be provided under the new contract.

T1.1 – Planning and project management requirements

The Supplier shall:

Ref	Requirement
T1.1.1	Establish a transparent approach to project management of Transition and Implementation Services and the Transition and Implementation Plans, including the creation of the Project Initiation Document (“PID”) or equivalent detailing precisely what the Transition and Implementation Services project entails, what it will achieve and how it will be achieved, including benefit realisation. A PID shall be shared with the Buyer within one month of the Start Date and must be reviewed if required by The Buyer.
T1.1.2	Provide a detailed Transition Plan to be agreed with the Buyer, outlining all the Deliverable Items, Milestones, resourcing requirements, and governance for each stage of the Transition Period. This should include details of any contingency that has been allowed for in planning the transition (timescales, costs, resource, etc). Evidence of completion of each Milestone must be submitted to and signed off by the Buyer. The Buyer will be responsible for making the final go / no-go decision based on evidence provided by the Supplier.

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	A draft Transition Plan should be shared with the Buyer within 30 days of the date the contract is signed and must be reviewed if required by The Buyer. The Transition Plan will be an expansion of the high-level plan for Transition and Implementation set out in the Supplier's Tender Response.
T1.1.3	Define the key checkpoints during the Transition Period and the assessment that will be undertaken to review and report to the Buyer on whether the Deliverable Items remain on track (time, budget, quality etc.) to achieve the desired outcomes and remain aligned to the Transition Plan. Plan and agree the formal handover from the transition of services under the existing contract. This must include agreed sign off procedures, the success criteria for sign off and how any residual issues will be remedied. Details to be contained in the Transition Plan
T1.1.4	Outline the content of any information that will be produced for the Buyer to demonstrate how the Deliverable Items have been signed off by the Supplier to provide assurance to the Buyer. An assurance template should be agreed within one month of the Start Date and must be reviewed if required by the Buyer or at set Deliverable Milestones.
T1.1.5	Identify key individuals, including an experienced project director and manager, who will be responsible throughout the Transition Period for delivery of the Deliverable Items and the activities set out in the Transition Plan and will act as points of contact for the Buyer. Provide CVs and security vetting information for these individuals and indicate the arrangements for changing these individuals during the Transition Period should the Buyer request it. Supplier Staff who have access to protectively marked data will be required to be screened and vetted in accordance with the HMG Baseline Personnel Security Standard: Government Baseline Personnel Security Standard Provide details of the proposed Supplier Staff responsible for the Deliverable Items and activities set out in the Transition Plan, including what percentage of FTE they will dedicate to those activities throughout. Each workstream should have named leads. This should be contained within the Transition Project Group Terms of Reference (see T1.1.6 below) which should be provided to the Buyer within one (1) month of the Start Date. The Transition Project Group Terms of Reference must be reviewed and updated if/when required by The Buyer. The Buyer may ask for an organogram of the Supplier Staff working on the Deliverable Items at any point during the Transition Period.
T1.1.6	Establish a Transition Project Group into which the Transition team will report for monitoring, oversight and decision making purposes. The Transition Project Group Terms of Reference should set out frequency of meetings, inputs and reports to be received, escalation routes and agenda items. The Transition Project Group will be a joint group between the Buyer and the Supplier, chaired by the Buyer.

T1.2 – Reporting requirements**The Supplier shall:**

Ref	Requirement
T1.2.1	Report to the Transition Project Group set out in T1.1.6, in line with Terms of Reference and as agreed with the Buyer. The Buyer will be able to agree the form of reporting and frequency. Provide regular transition governance reporting to the Buyer during the transition period, in line with the above Terms of Reference.
T1.2.2	Report to the Buyer on the key checkpoints in T1.1.2. Provide details of how success and adherence with the Transition Plan will be measured and reported to the Buyer. The above will be set out in agreed Terms of Reference for the Transition Project Group.
T1.2.3	Report to other key stakeholders (e.g. TPR) as required. Deliver ad hoc reports as required and support wider governance groups as required throughout the life of the Contract.
T1.2.4	Comply as necessary with any reporting Requirements or provision of information to support Government reviews at key stages of the Transition Period, such as Gateway Reviews as part of the Implementation Plan. Support wider governance groups as required throughout the life of the Contract.

T1.3 – Due diligence requirements**The Supplier shall:**

Ref	Requirement
T1.3.1	Carry out all appropriate due diligence required to inform the approach to the Transition Period and deliver the outcome of a successful Transition from the former contract to the Contract.
T1.3.2	Work with the incumbent supplier including giving them sufficient notice to ensure appropriate resources are available.
T1.3.3	Document findings and work collaboratively with the Buyer and the incumbent provider to help resolve any issues that may impact transition from the former contract to the new contract during the Transition Period.

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T1.4 – Risk management requirements**The Supplier shall:**

Ref	Requirement
T1.4.1	Provide details of how the Supplier will manage risk associated with the activities set out in the Transition Plan effectively in a manner agreed with the Buyer. The Supplier shall report any emerging risks or issues, changes to risks or any escalations to the Transition Project Group. Emerging issues which are considered high risk should be reported directly to the Buyer. A clear risk register will be shared between the incumbent supplier, the Buyer and the Supplier within one month of the Start Date and be provided when required by The Buyer.
T1.4.2	Carry out regular Transition risk review meetings to ensure the continued monitoring of risks in line with Good Industry Practice. The risk register should be available to the Buyer and the Buyer must be able to contribute to the risk register. Scheduled and agreed risk review dates will be set out within the Transition Plan.
T1.4.3	Ensure there are appropriate controls and contingency measures in place to effectively manage risks and support a controlled transition of the Services during the Transition Period. Establish clear guidelines and a process for enacting contingency measures. These will be set out in a risk register with appropriate controls/mitigations and “what if” scenario planning.

T1.5 – Facilities requirements**The Supplier shall:**

Ref	Requirement
T1.5.1	Establish the Site(s) to be used by the Supplier for the provision of the Services and provide the Buyer with a guided tour at a convenient time for both Parties. The Supplier shall demonstrate why these Sites are suitable based on the resource profile used to deliver the Services throughout the duration of this Contract through a documented Sites Location Strategy.
T1.5.2	Establish and implement the hardware elements of the Supplier Systems used to host the Buyer Assets and Scheme Data and provide the Services. The Supplier shall ensure the Supplier System, Supplier Assets, Supplier Equipment and the Services meet all applicable security Requirements as set out in part 9 of this specification and must demonstrate how the Supplier System will be restored following a business continuity or disaster recovery event. An infrastructure and architecture strategy will be shared with the Buyer within two (2) months of the Start Date and must be reviewed annually.

T1.6 – Administration systems requirements**The Supplier shall:**

Ref	Requirement
T1.6.1	Select and implement a pension administration system (“PAS”) to be used throughout the duration of this Contract.
T1.6.2	Obtain all relevant Scheme Data from the Former Supplier. The Supplier shall map this data from the data source to the destination Database and ultimately migrate the data to the Supplier’s PAS. Document the proposed data migration strategy from the Former Supplier’s systems, including recommendations about what data will and will not be migrated, with a supporting rationale for the recommendation (for Buyer agreement). The migration documentation must include: (i) how the Supplier will work with the Former Supplier to define data migration and mapping requirements; (ii) the data mapping and reconciliation process, including details of any tools used (e.g. data maps) and the archiving and retrieval proposals for any data not transferred to the Supplier System; (iii) the methodology and approach used for testing data mapping and converting the data to the Supplier’s PAS should be outlined and; The Buyer will have the final say if agreement is not reached regarding the migration of data. Migrate additional data identified as part of the due diligence exercise to ensure that all required data is transferred from the Former Supplier to the Supplier. This shall include historic interface files, Scheme valuation extracts and reports sent to the Buyer, the Pensions Regulator or Pensions Ombudsman. The Supplier will carry out a reconciliation to control data totals provided by the Former Supplier at both test stages and the live conversion.
1.6.3	Develop and implement all necessary Benefit calculations to deliver a compliant service, optimising the use of end-to-end process automation where practicable. Outline how calculations will be documented and signed-off. Documentation (see below) should be maintained and updated throughout the period of the contact. Outline any external dependencies during the calculation development cycle. A Calculation Engine detailing the level of process automation will be provided to the Buyer prior to the Start Date. Signed-off test evidence through an automated testing tool will be provided to the Buyer throughout the Transition Period. Detailed calculation algorithm or proformas must be made available to the Buyer on request detailing the calculation logic used in Benefit calculations. This documentation will be used by the Supplier and Buyer in the event that the calculations require further development following a Change in Law. The

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	Supplier shall ensure this document is updated in line with any changes to Laws throughout the life of this Contract.
1.6.4	Obtain and migrate all electronic documentation and / or image files relating to Member correspondence and link them to the appropriate Member records in the PAS. Reconciliation must be carried out to ensure that documents have been indexed to the correct Member.
1.6.5	Create a comprehensive process inventory detailing all workflows used as part of administering the Scheme and providing the Services. This must include the Supplier Staff teams who will carry out each element of the workflow, the calculations executed, letters and statements that are sent and any payroll actions. A signed-off Process Inventory is to be delivered to the Buyer no later than one month before the Start Date.

T1.7 – Pensioner payroll requirements**The Supplier shall:**

Ref	Requirement
T1.7.1	Configure PAS to pay Pensioners and other Beneficiaries. Pensions are currently paid on a monthly basis on the last working day of the month. If a member of the Higher Judiciary is paid from the Consolidated Fund, the Supplier should advise the Buyer of the pension benefit figures. The Buyer shall then check these figures before sign-off by HM Treasury and release of funds. The Transition Plan must detail the number of parallel payroll cycles the Supplier intends to perform to satisfy itself that its payroll functions as expected and as required to provide the Services in accordance with this Contract. A full reconciliation of payroll runs against the Former Supplier's payroll runs through parallel running will be carried out during the Transition Period. Clear documentation of payroll workflow processes will be prepared and shared with the Buyer within six (6) months of the Start Date, covering all elements of T1.7.
1.7.2	Implement a mechanism in the PAS for commencing new payments for Members, other Beneficiaries commencing entitlement to a pension or Members whose benefits are changing following a revision. Implement a mechanism in the PAS for terminating Benefit payments when necessary
1.7.3	Implement a process in the PAS for recovering debt owed to the Scheme following an overpayment or wrong payment.

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	Implement a mechanism in the PAS for paying a Pensioner or other Beneficiary amounts owed in the case of an underpayment.
1.7.4	Ensure all tax related reporting is implemented in the PAS, including RTI processing and financial accounting to the Buyer.
1.7.5	Ensure functionality exists in the PAS to apply the appropriate level of pension increase to each pension element.
1.7.6	Ensure payslip functionality is implemented in its PAS to distribute payslips and year-end pay-related documentation to meet statutory requirements

T1.8 – Website, member and employer contact requirements

The Supplier shall:

Ref	Requirement
T1.8.1	Replicate or migrate all content and functionality of the existing website and content from the Former Supplier. This should include all existing modellers, tools and functionality that currently exists on the Scheme website. The migration should be seamless for Members. Details should be set out in the Transition Plan and signed-off test scripts should demonstrate that all areas of the website have been migrated and tested.
T1.8.2	Establish a suitable mix of communication channels to enable Members and Employers to effectively communicate with the Supplier how and when they want to.
T1.8.3	Establish a secure transmission channel of communications and engagement with Employers and the Buyer to ensure any queries relating to individual Member cases, data-related issues or process matters can be discussed and resolved.

T1.9– Financial requirements

The Supplier shall:

Ref	Requirement
T1.9.1	Establish a team responsible for the Financial Management Requirements Under the Contract. Provide details of the financial team to the Buyer in the form of an organogram within three (3) months of the Start Date, an updated organogram must be provided to the Buyer annually.
T1.9.2	Establish with the Buyer the financial management reporting required during the Transition Period. Financial management requirements are detailed

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	separately in the Financial Management Requirement in the Financial section of this document, and the Supplier is required to ensure that those Financial Management Requirements necessary for the Services to go-live are met during the Transition Period. An agreed process for testing and production of financial reporting will be provided to and signed off by the Buyer within three (3) months of the Start Date to demonstrate that the resulting financial reports will meet the Buyer's Requirements.
T1.9.3	Utilise Government Banking Service accounts for all payments and receipts. These accounts will be set up by the Buyer with sufficient access delegated to enable Supplier Staff to fulfil requirements. AM. Tested and signed off transfer of funds will be demonstrated to the Buyer in advance of the Start Date. Note: The Buyer will closely scrutinise this process throughout the Transition Period.
T1.9.4	Implement all anti-fraud measures specified by the Buyer as set out in the Financial Management Requirements (FR14). Signed off anti-fraud measures will be shared with the Buyer no later than one month before the Start date.

T1.10 – Process requirements**The Supplier shall:**

Ref	Requirement
T1.10.1	Ensure a clear and documented "Quality Management System" ("QMS") is implemented as part of the Transition Period and maintained and updated throughout the duration of this Contract. The QMS must include all aspects of the Services, and should address quality planning, quality assurance, quality control and quality improvement. A signed-off Quality Management Document will be provided to the Buyer within one (1) month of the Start Date and must be required by the Buyer if/when required. The QMS must be made available to the Buyer upon request. The process inventory required in T1.6.5 should be addressed in the QMS to ensure that the processes created are appropriately documented, tested and improved as the Services develop.
T1.10.2	Provide details of how software development or configuration management progresses from test to live environments. Evidence should include a diagram of the Supplier's "Software Development Life Cycle" ("SDLC") which should include but not be limited to: • Process at each stage of the SDLC (e.g. planning, design, testing and deployment)

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	• Details of how any changes will be documented • Details of the testing process • Key roles associated with the SDLC • Sign off procedures Ensure workflows are configured within the PAS and thoroughly tested in accordance with the SDLC. The SDLC must be provided within 1 month of the Start Date and be reviewed if/when required by the Buyer. The Supplier's SDLC must be made available to the Buyer upon request and the Buyer must be able to contribute to the SDLC. Signed off workflow processes must be demonstrated to the Buyer and accepted by the Supplier's BAU teams.
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T1.11 – In-flight project and Work In Progress requirements**The Supplier shall:**

Ref	Requirement
T1.11.1	The Supplier must propose a strategy for ensuring that the Supplier is prepared to take on all Work in Progress ("WIP") that is handed over from the Former Supplier. This should include but not be limited to: • A clearly articulated strategy for ensuring minimal disruption to the quality and timeliness of the Services, including how the Supplier will ensure that it has sufficient and appropriately trained staff. • A plan for liaising with the Former Supplier to agree timing and method of handover The approach must include a reconciliation of data that is demonstrated to the Buyer. For the purpose of these Requirements 'projects' include any data correction and rectification work and legislative and regulatory improvements. The above details should be included in the Transition Plan.
T1.11.2	Produce a clear and transparent in-flight project and programme register, accompanied by a clear plan for the transition and completion of each project already in progress prior to transition within one month of the Start Date a be reviewed as required by the Buyer. The Supplier shall ensure this includes all industry-practice registers, including a risk register, issues log and dependencies log.
T1.11.3	Provide clear cost and invoicing details for in-flight project delivery, being transparent about end costs to the Buyer. Details should be included in the Transition Plan.
T1.11.4	Any errors, inconsistencies or quality issues identified by the Supplier in the data handed over by the Former Supplier must be notified to the Buyer as soon as reasonably possible with details of the likely impact of the data quality issue.

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T1.12 – Testing requirements

In administering the Scheme and providing the Services, the Supplier shall deliver services to a range of Stakeholders with differing needs and requirements. The configuration of the Supplier System will change over time, as process improvements are identified and implemented on a continuous basis.

Testing will be crucial during the Transition Period and will be a key measure in determining whether Milestones have been Achieved. The Buyer requires visibility of the Supplier's testing plans, processes and Test results to provide the Buyer with the required assurance that functionality within the PAS performs as expected.

Testing procedures are detailed in Part B of Schedule 8 (implementation plan and testing) to this Contract.

The Supplier shall:

Ref	Requirement
T1.12.1	Carry out a full testing and assurance programme that will successfully test all elements of Transition in accordance with the Requirements of Part B of Schedule 8 (implementation plan and testing)
T1.12.2	Create a Transition Testing Deliverables Review Plan to satisfy the Buyer that adequate testing has taken place for each Deliverable Item during the Transition Period. The Deliverable Items for review must include, but are not limited to: • Benefit calculations • Outputs (letters and statements to Members) • Workflow processes • Reporting and Management Information • Payroll testing for Pensioners • The Scheme website • Mechanism for data transfer to and from the Employer The initial Transition Testing Deliverables Review Plan (forming part of the Transition Plan) will be shared with the Buyer within one (1) month of the Start Date. The Buyer reserves the right to add further items to the Testing Deliverables Review Plan throughout the Transition Period.
T1.12.3	Create a clear and transparent plan to ensure testing of data interfaces to ensure complete and accurate data is received for the purposes of calculating benefit entitlements and administering the Scheme.

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	A high-level proposal should be included in the Tender Response. A full testing plan will be shared with the Buyer within three (3) months of the Start Date.
T1.12.4	Test the BCDR Plan (developed in accordance with Schedule 14 (Business Continuity and Disaster Recovery) prior to the Start Date Share the results of such test and demonstrate to the Buyer's reasonable satisfaction how the BCDR Plan meets the Buyer's requirements of Schedule 14 (Business Continuity and Disaster Recovery) and will ensure continuity of Services in the event of a Disaster and/or other business continuity event occurring.

T1.13 – TUPE**The Supplier shall:**

Ref	Requirement
TT 1.13.1	Comply with the relevant provisions of Schedule 7 (Staff Transfer) and the Supplier shall ensure all Employment Regulations related activities meet all statutory deadlines and the Supplier shall prepare for agreement with the Buyer a TUPE action plan to include: (i) following provision of the same from the Former Supplier, a list of employees who are subject to a Relevant Transfer on the transfer of services under this Contract to the Supplier and confirmation that the Former Supplier will maintain contractual terms and conditions of employment of transferring staff; (ii) how key staff will be retained from the Former Supplier; (iii) how and when transferring staff will be communicated with by the Former Supplier and the Supplier; (iv) the mechanisms in place to support transferring staff during the Transition; (v) how transferring staff will be integrated into the Supplier's operation (i.e. details of any proposed induction programme); and (vi) how training will be given to all staff transferred to the Supplier to ensure a smooth Transition from the Transition phase to ongoing Operational Services. The TUPE action plan must be provided within 1 month of the Start Date and be signed off by the Buyer, and must be updated when required by the Buyer.
TT1.13.2	Provide details of the key service-related risks and issues associated with a Relevant Transfer from the Former Supplier to the Supplier, together with proposals as to how to mitigate them to minimise the impact on ongoing service delivery during the Transition Period, ensuring productivity, performance in accordance with performance indicators and quality levels (as set out in the Former Supplier's contract with the Buyer) are maintained. Details should be included in the Transition Risk Register.

T1.14 Knowledge Transfer and Training Requirements**The Supplier shall:**

Ref	Requirement
TT 1.14.1	Ensure the successful transfer of all relevant Scheme knowledge from the Former Supplier to the Supplier. The Supplier must demonstrate to the Buyer how that knowledge will be retained through written documentation or a knowledge bank database within three (3) months of the Start Date. The Supplier shall use all reasonable endeavours to ensure all existing written documentation containing direction from the Buyer on Scheme-related matters is transferred from the Former Supplier to the Supplier and the Supplier shall store and index such documentation appropriately.
TT 1.14.2	Ensure the Supplier's operational team(s) are suitably trained on Scheme benefits so that they are able to administer the Schemes effectively from the Start Date.

TT 1.15 Handover to Operational Team Requirements**The Supplier shall:**

Ref	Requirement
TT 1.15.1	Deliver an effective handover from the Supplier's project team to its Operational or "business as usual" team following the Contract Go Live Date. All transition Milestones must be met and go-live of the agreed Services approved by the Buyer at least ten (10) working days before the Start Date.
TT 1.15.2	Ensure the Supplier's Operational team(s) are suitably trained on the PAS and related systems and workflow functionality to administer the Schemes effectively from the Start Date. A training plan for all Supplier Staff will be provided to the Buyer within six (6) months of the Start Date and be reviewed when required by the Buyer. Note: This is in addition to TT 1.14.2 which requires the Supplier to focus on training regarding understanding and applying the Scheme benefit rules, whereas this requirement is to ensure Supplier Staff understand the systems processes of the schemes, including how to interact with Stakeholders

T2 – Implementation

Transition will be delivered by a project team of Supplier Staff dedicated to the migration and Transition of the Scheme administration service from the Former Supplier to the Supplier. Following the successful completion of the Transition Period, the Supplier's Implementation team will begin to execute immediate improvements to the service.

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The Implementation phase will be a period of 6 (six) months from the Start Date, during which the Buyer expects the Supplier to implement improvements to the core service.

Testing will be crucial during the Implementation Period and will be a key measure in determining whether Implementation Milestones have been Achieved. The Buyer requires visibility of the Supplier's testing plans, processes and Test results to provide the Buyer with the required assurance. Testing procedures are detailed in Part B of Schedule 8 (*Implementation Plan and Testing*) of this Contract.

The Supplier shall:

Ref	Requirement
T2	Successful completion of the Transition phase of the project. This must include agreed sign off procedures, the success criteria for sign off and how any residual issues will be remedied. Handover from the Transition project team to the Implementation project team before the Transition phase is formally closed. If a separate team will be managing the Implementation phase of the project, handover to the Implementation team. Criteria set out in the Transition section of this document should all have been met. Plan and agree the process for moving from Transition to Implementation, including sign off procedures, success criteria and how residual issues will be remedied.

The Supplier shall:

Ref	Requirement
T2.1	Define the key checkpoints, milestones and deliverables during the Implementation Period and the assessment that will be undertaken to review and report to the Buyer on whether Implementation remains on track (time, budget, quality etc.) to achieve the desired outcomes and remain aligned to the Implementation Plan.
T2.2	The Implementation Plan must contain the proposed timescales for each of the following in relation to the key milestones and deliverables: • The completion of the discovery and design phase; • The completion of the build phase; • The completion of any testing and assurance to be undertaken; and • The training and roll-out activities. The Implementation Plan must be provided to the Buyer for review and agreement 3 months prior to the Contract Go Live date and must be reviewed when required by the Buyer.
T2.3	Identify key individuals, who will be responsible for the Implementation Period and will act as points of contact for the Buyer. This should be set out in the Implementation Project Group Terms of Reference.

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	Provide CVs and security vetting information for these individuals and indicate the arrangements for changing these individuals during Implementation should the Buyer request it. Supplier Staff who have access to protectively marked data will be required to be screened and vetted in accordance with the HMG Baseline Personnel Security Standard: Government Baseline Personnel Security Standard The Buyer may reasonably ask for an organogram of the project team at any point during the Implementation.
T2.4	Establish an Implementation Project Group into which the Implementation team will report. The Implementation Project Group Terms of Reference should set out frequency of meetings, inputs and reports to be received, escalation routes and regular agenda items. The Implementation Project Group will be a joint group between the Buyer and the Supplier, chaired by the Buyer.
T2.5	Carry out a full testing and assurance programme that will successfully test all elements of Implementation in accordance with the Requirements of Part B of Schedule 8 (implementation and testing)
T2.6	Create an Implementation Testing Deliverables Review Plan for the review of documentary Deliverables to satisfy the Buyer that adequate testing has taken place for each Deliverable during the Implementation. The initial Implementation Testing Deliverables Review Plan will be shared with the Buyer within two months of the Start Date. The Buyer reserves the right to add further items to the Implementation Testing Deliverables Review Plan throughout the Implementation Period.

T3 – Service innovations and continuous improvements

The Supplier shall provide an innovative and continuously improving service throughout the life of the Contract by complying with the terms of Schedule 11 (Continuous Improvement) of the Contract.

The Supplier shall:

Ref	Requirement
T3.1	As part of the Tender Response, the Supplier will submit a draft Service Innovation and Continuous Improvement Strategy (SIS) that meets the requirements of T3.1 and the requirements set out in Schedule 11 in relation to a “Continuous Improvement Plan”. Within three (3) months of the Start Date, and following any due diligence required, the Supplier will develop and submit to the Buyer for approval a final SIS. Following the approval of the SIS by the Buyer, the Supplier will implement and maintain the SIS throughout the Contract Period and will

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	submit an updated version of the SIS to the Buyer for approval on an ad hoc basis, if changes are requested by the Buyer. Set out how the Supplier will continuously improve all Services and proactively innovate to develop and enhance the delivery of the Services. Ensure the Buyer, the Supplier, and Members mutually benefit from the opportunities provided by changes and innovations in, for example: • Pensions industry practice. • Practice in other industries or wider parts of the Supplier's business that could be applied to the services. • Relevant technologies. • Quality, responsiveness, and performance mechanisms. • Business processes, including efficiencies, productivity gains or reduction of operational risk. • Managing Members' needs and expectations. The SIS will set out how the Supplier will develop the Services to the benefit of all Members, in particular by putting Members at the heart of the Service. The SIS will also set out how the Supplier will identify innovations and set out proposals for service enhancements which - although they may not directly benefit the Supplier - will provide benefits for the Buyer, Members, Employers, or other stakeholders. Including how the Supplier will use data from Scheme experience and feedback from Members in identifying potential improvements.
T3.2	Within three (3) months of the Start Date, develop and submit to the Buyer for approval a Service Innovation and Continuous Improvement Plan (SIP) that sets out in detail the activities, timescales, benefits, outcomes, and targets to be delivered to achieve the aims and objectives in the agreed SIS, and how these will be evaluated. Following the approval of the SIP by the Buyer, the Supplier will implement and maintain the SIP throughout the Contract Period and will submit an updated version of the SIP to the Buyer for approval every three (3) months starting three (3) months from the Start Date.
T3.3	Ensure that they proactively identify and develop the SIS and SIP to meet the needs and agreed expectations of the Buyer, the JBP, and Members, and is complementary to and consistent with the Member Engagement activities.
T3.4	Have in place procedures and resources to effectively manage and implement the SIS and SIP deliverables.
T3.5	Report progress to the Buyer, JPBAC and JPB on implementation of the SIS and SIP. Review the impact of the SIS and SIP to identify whether deliverables are achieving the desired outcomes and action plan for addressing any failures to deliver the desired outcomes.
T3.6	Ensure that the SIS and SIP continue to evolve over the Term, to reflect the changing circumstances and experience gained through their

	implementation.
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12. Social Value Requirements

- 12.1. The Buyer wishes to become an exemplar in tackling workforce and economic inequalities as well as fighting climate change as set out in the Public Services (Social Value) Act 2012.
- 12.2. The Buyer is tackling workforce and economic inequalities and improving health and wellbeing through a variety of Government initiatives. The Buyer's aim is to drive and encourage the right behaviours amongst suppliers in order to build an inclusive culture and help make the Buyer a great place to work. The Buyer is looking to unlock greater career opportunities for all and have more parity across the UK for career pathways with opportunities at all levels spread evenly across the country. The Buyer aims to deliver a cultural environment where its people, located across the UK, have the right skills and capability. The Buyer wishes to empower its people to deliver the finest public services and better represent the communities they serve.
- 12.3. The Buyer, along with all other Government departments, is working hard to continue delivering the Greening Government Commitments ("GGCs"). The Buyer is committed to continually improving its environmental performance for the scope of its ISO 14001:2015 certification, in order to prevent pollution and negative impact to the environment, while ensuring compliance, as a minimum, with all applicable Laws and other obligations.
- 12.4. The Buyer requires the Supplier to support the above aims and values. For more information it may be helpful to read the Social Value Model (available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf).
- 12.5. The Supplier shall consider the below Social Value Requirements in conjunction with all applicable Laws.

Promote Economic Inequality

- 12.6. The Supplier shall:

Ref.	Requirement
SV1	- demonstrate actions to identify and tackle inequality in employment, skills, and pay in its workforce; - create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors;

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	support educational attainment relevant to this Contract, including training schemes that address skills gaps and result in recognised qualifications;
SV2	- demonstrate and implement policies that improve opportunities for all, including underrepresented groups e.g. people from lower socio economic, ethnic minority and disability backgrounds e.g. how is your workforce in line with economically active population for the underrepresented groups e.g. 14% of the UK population come from an ethnic minority background; - demonstrate and implement policies that reduce disparity between different groups - for example closing inclusion gaps for the underrepresented groups mentioned previously; - demonstrate and implement policies that reduce pay gaps, gender and ethnicity pay gaps, reducing regional inequalities and create more local opportunities; and - create and implement policies that increase gender pensions gap transparency.
SV3	Provide annual reports which show: - number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under this Contract, by gender, ethnicity and UK region; - number of training opportunities (Level 2, 3, and 4+) created or retained under this Contract, other than apprentices, by gender, ethnicity and UK region; - number of people-hours of learning interventions delivered under this Contract, by gender, ethnicity and UK region; - number/percentage of Supplier Staff under this Contract with relevant professionally recognised qualification, by gender, ethnicity and UK region

12.7. Improving Equal Opportunity

SV6	Improve equal opportunity by: - improving employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas; - creating a highly skilled professionalised workforce and create local and regional opportunities; - demonstrating action to increase the representation of disabled people in the Supplier Staff; - supporting disabled people in developing new skills relevant to this Contract, including through training schemes that result in recognised qualifications; - supporting in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to this Contract;
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	- demonstrating action to identify and manage the risks of Modern Slavery; - implementing recruitment practices and employment conditions, such as the five foundational principles of quality work set out in the Good Work Plan (available at https://www.gov.uk/government/publications/good-work-plan/good-work-plan) (e.g. fair pay, participation and progression, voice and autonomy), in relation to this Contract that will attract good candidates from underrepresented backgrounds, minimise turnover of staff, and improve productivity; and - supporting staff by providing career advice, and in-work progression career development into known skills shortages or high growth areas (especially for underrepresented groups).
SV7	Provide annual reporting on the following: - total percentage of full-time equivalent (“FTE”) disabled people employed under this Contract - total percentage of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under this Contract, as a proportion of the total people on apprenticeship schemes (Level 2, 3, and 4+) within the Supplier Staff, - total percentage of FTE people from groups under-represented in the workforce employed under this Contract, - total percentage of FTE people from groups under-represented in the workforce employed under this Contract, - total percentage of people from groups under-represented in the workforce on apprenticeship schemes (Level 2, 3, and 4+) under this Contract

Glossary of Abbreviations:

AA – Annual Allowance

AAP – Annual Audit Plan

AS - Audit Strategy

ARC - Audit and Risk Committee

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AVC – Additional Voluntary Contributions

BAU - Business as Usual

CAT – Competition Appeal Tribunal

CEV – Cash Equivalent Value

CoL – City of London

CISD – Cyber & Information Security Division

DB – Defined Benefit

DBS – Disclosure & Barring Service

DIP - Data Improvement Plan

DQAR – Data Quality Audit Report

DWP – Department for Work and Pensions

EAS - Employee Authentication Service

EES - Employer engagement strategy

EEP - Employer engagement plan

ETP - Exit Transition Plan

FPJPS – Fee-Paid Judicial Pension Scheme

GAD - Government Actuary's Department

GLD – Government Legal Department

GIAS – Global Internal Audit Standards

GMP - Guaranteed Minimum Pension

HMG – HM Government

HMT – HM Treasury

HMCTS – HM Courts and Tribunal Services

IDRP - Internal Dispute Resolution Procedure

IPO – Intellectual Property Office

JAYS – Judicial Added Years Scheme

JO – Judicial Office

JOH – Judge of Honour

JPB – Judicial Pension Board

JPBAC - Judicial Pension Board Administration Committee

JPS – Judicial Pension Scheme

LAA – Legal Aid Agency

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LTA – Lifetime Allowance

MEP – Member of European Parliament

MEP - Member engagement plan

MES - Member engagement strategy

NAO – National Audit Office

NCSC - National Cyber Security Centre

OBR – Office of Budget Responsibility

RTI – Real Time Information

SAB - Scheme Advisory Board

SIP - Service Innovation and Continuous Improvement Plan

SIS - Service Innovation and Continuous Improvement Strategy

SS - Sustainability Strategy

SOSR – Statement of Service Requirements

SPF – Security Policy Framework

TPR – The Pensions Regulator

TUPE - Transfer of Undertakings (Protection of Employment) Regulations 2006

Schedule 3 (Charges)

1. Definitions

- 1.1 In this Schedule, the following words have the following meanings and they shall supplement Schedule 1 (Definitions):

"AWE Index"	Means the EARN01 Average Weekly Earnings regular pay (whole economy), Great Britain (seasonally adjusted) as published by the Office for National Statistics or any other index substituted for that index from time to time by the Office for National Statistics or its successors.
"Core Charges"	means the charges for the Core Services as set out in Annex 1.
"Project Work Charges"	means the charges for any Project Work which shall be calculated using the Rate Card Charges or limited to Project Fixed Fee Charges agreed between the Parties or limited to Project Work Milestone Payments agreed between the Parties.
"Project Work Fixed Fee Charges"	means the charges for any Project Work in respect of which a fixed fee has been agreed between the Parties for the Project.
"Project Work Milestone Payments"	means the charges for any Project Work in respect of which milestone payments have been agreed between the Parties for the Project.
Rate Card Charges	means the day rate and hourly rate set out in the Supplier's Rate Card in Annex 1 as indexed in accordance with this Schedule 3.
"Staff Costs"	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: (a) the cost to the Supplier or the Key Sub-contractor (as the context requires),

calculated per work day, of engaging the Supplier Personnel, including:

- (i) base salary paid to the Supplier Personnel;
- (ii) employer's national insurance contributions;
- (iii) employer pension contributions;
- (iv) car allowances;
- (v) any other contractual employment benefits;
- (vi) staff training;
- (vii) work place accommodation;

but not including taxation, fines and penalties or employment settlements and awards.

**Transition
Milestone**

means an event or task described in the Transition Plan which, if applicable, shall be completed by the relevant Transition Milestone Date.

**Transition
Milestone Date**

means the target date set out against the relevant Transition Milestone in the Transition Plan by which the Transition Milestone must be Achieved.

**"Transition
Milestone
Payments"**

means the payments that shall be paid by the Buyer on certification that the Supplier has completed a Transition Milestone under the Transition Plan.

Transition Period

means the period commencing on the Start Date and ending on the Service Commencement Date.

2. How Charges are calculated

2.1 The Charges:

- 2.1.1 are calculated in accordance with the terms of this Schedule 3;
- 2.1.2 cannot be increased except as specifically permitted by this Schedule; and

- 2.2 Any variation to the Charges must be agreed between the Parties and implemented using the procedure set out in this Schedule.

3. The pricing mechanisms

The pricing mechanisms and prices set out in Annex 1 are available for use in calculation of Charges.

4. Are costs and expenses included in the Charges

- 4.1 The Charges include all costs and expenses relating to the provision of Deliverables. No further amounts are payable in respect of matters such as:
- 4.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
 - 4.1.2 costs incurred prior to the commencement of the Contract.

5. Project Work Charges

- 5.1 Where the Supplier undertakes any Project Work, the Charges shall be Rate Card Charges, Project Fixed Fee Charges or Project Work Milestone Payments as agreed between the Parties.

6. When the Supplier can ask to change the Charges

- 6.1 The Transition Milestone Payments are fixed for the Transition Period and cannot be increased.
- 6.2 Project Work Fixed Fee Charges are fixed to the amount agreed between the Parties for the Project and cannot be increased save that where the Project Work Fixed Fee Charges is fixed by the number of days or hours in the Rate Card, they may be increased where increases to the Rate Card Charges are Approved pursuant to Paragraph 6.7.
- 6.3 Project Work Milestone Payments are fixed to the amount agreed between the Parties for the Project and cannot be increased.
- 6.4 The Core Charges and Rate Card Charges are fixed for the first one (1) year following the Service Commencement Date (the date of expiry of such period is a "**Review Date**"). After the Review Date, Charges can be adjusted only on each following anniversary (the date of each such anniversary is also a "**Review Date**").
- 6.5 The Supplier shall give the Buyer at least 3 Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 6.6 Any notice requesting an increase shall include:
- 6.6.1 a list of the Charges to be reviewed including whether they are Core Charges and/or Rate Card Charges;

- 6.6.2 for each of the Charges under review, written evidence of the justification for the requested increase including:
- (a) details of the increase in Staff Costs since the Review Date;
 - (b) reasons for the increase to the Staff Costs since the Review Date; and
 - (c) evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges as at the Effective Date.
- 6.7 The Buyer shall consider each request for a price increase. The Buyer may Approve an increase at its sole discretion.
- 6.8 Where the Buyer approves a request for an increase pursuant to Paragraph 6.7, the Charges shall be increased by the percentage increase in the AWE Index for the latest twelve (12) month period published immediately preceding the Review Date to a maximum of 5%.
- 6.9 Not used.
- 6.10 Where an increase is Approved it will be implemented from the 1st Working Day following the relevant Review Date and Annex 1 shall be updated accordingly.

7. Other events that allow the Supplier to change the Charges

- 7.1 The Charges can also be varied (and Annex 1 updated accordingly) due to:
- 7.1.1 a Specific Change in Law in accordance with Clauses 28.6 to 28.8;
 - 7.1.2 a benchmarking review in accordance with Schedule 12 (Benchmarking);
 - 7.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges;

Annex 1: Rates and Prices

Table 1: Rate Card Charges

The Rate Card shall only be used to price for Project Work that the Buyer requests:

- (a) be provided on a time and materials basis; or
- (b) be provided on the basis of Project Work Fixed Fee Charges fixed by the number of days or hours in the Rate Card.

The Supplier (and its Subcontractor) shall not include any uplift for risks or contingencies within its day rates

The rates below are not subject to variation by way of Indexation other than in accordance with an Approval pursuant to Paragraph 6.7 of this Schedule 3.

Staff Grade	Day Rate (£)	Hourly Rate (£)
Practice Head	████	██
Function Head	████	██
Consultant	████	██
Workstream Lead	████	██
Associate Consultant	████	██
Senior Projects Administrator	████	██
Pension Administrator	████	██

Table 2: Core Charges

The rates below are not subject to variation by way of Indexation other than in accordance with an Approval pursuant to Paragraph 6.7 of this Schedule 3.

Core Charge	Charge (£)
Monthly fixed fee	████████

Transition Milestone Payments

On the Achievement of a Transition Milestone, the Supplier shall be entitled to invoice the Buyer for the relevant Transition Milestone Payment associated with that

Transition Milestone as set out in the Transition Plan and subject to any Delay Payments.

Project Work Milestone Payments

On the Achievement of a Project Work Milestone, the Supplier shall be entitled to invoice the Buyer for the relevant Project Work Milestone Payment associated with that Project Milestone as set out in the Project Plan for the particular Project and subject to any Delay Payments.

Schedule 4 (Tender)

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule 5 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which may be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose information in accordance with FOIA or Clause 20 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following information:

No.	Date	Item(s)	Duration of Confidentiality
1	Effective Date	Information Contained in Clauses 17 and 18 of the Award Form	In Perpetuity
2	Effective Date	Information Contained in Schedule 4	In Perpetuity
3	Effective Date	Annex 1 of Schedule 3	In Perpetuity
4	Effective Date	All financial information of the Supplier/Guarantor/Supplier's Sub-Contractors not in the public domain	In Perpetuity

Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 available at: <https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule 6 to assist the Buyer with its compliance obligations under the PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within 3 Months of the Service Commencement Date, the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format reasonably requested by the Buyer. The Buyer does not require the Transparency Reports set out in the Annex of this Schedule 6 during the Transition Period or Implementation Period. For the avoidance of doubt, the Supplier shall not be entitled to compensation or an increase to the Charges as a result of this requirement.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within 5 days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties do not agree a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports is treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule 6.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Performance of the Supplier against the KPIs	TBC	Quarterly
Charges	TBC	TBC	Quarterly
Key Subcontractors	TBC	TBC	Quarterly
Technical	TBC	TBC	Quarterly
Performance management	TBC	TBC	Quarterly

Schedule 7 (Staff Transfer)

1. Definitions

- 1.1 In this Schedule 7, the following words have the following meanings and supplement Schedule 1 (Definitions):

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

	(f) claims whether in tort, contract or statute or otherwise;
	(g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule 7 to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Partial Termination"	the partial termination of the relevant contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 14.4 (When the Buyer can end this contract) or 14.6 (When the Supplier can end the contract);
"Replacement Subcontractor"	a subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such subcontractor);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Staff List or Supplier's Final Supplier Staff List, as the case may be, all information required in Annex E2 (Table of Staffing Information) in the format specified and with the identities of Data Subjects anonymised where possible. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Supplier's Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Staff List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule 7 imposes any obligation on the Supplier including to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under

such indemnities the Supplier is liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

The following parts of this Schedule 7 apply to the Contract:

- 3.1 Not used;
- 3.2 Part B (Staff Transfer At Operational Services Commencement Date – Transfer From Former Supplier);
- 3.3 Not used;
- 3.4 Not used;
- 3.5 Part E (Staff Transfer on Exit) of this Schedule will always apply to the Contract, including:
 - 3.5.1 Annex E1 (List of Notified Subcontractors);
 - 3.5.2 Annex E2 (Staffing Information).

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier on Re-procurement

1. What is a relevant transfer

1.1 A Relevant Transfer is:

- 1.1.1** the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
 - 1.1.2** as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.
- 1.2** The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

- 2.1** Subject to Paragraph 2.1, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.1.1** any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
 - 2.1.2** the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (a)** any collective agreement applicable to the Transferring Former Supplier Employees; and/or

- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Former Supplier to the Supplier and/or any Notified Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Subcontractor as appropriate may be liable by virtue of the Contract and/or the Employment Regulations; and
 - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 do not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
 - 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that their contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing; and
 - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considers appropriate to resolve the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier;
 - 2.3.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall immediately release the person from its employment;
 - 2.3.4 if after the period referred to in Paragraph 2.3.2:
 - (a) no such offer has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved;
 - (d) the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person,
- and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.4 The indemnity in Paragraph 2.3:

2.4.1 shall not apply to:

(a) any claim for:

- (i) for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and

2.4.2 shall not apply to any termination of employment occurring later than 6 Months after the relevant Transfer Date.

2.5 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person is treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that any Subcontractor shall: (a) comply with such obligations as may be imposed upon it under applicable Law; and (b) comply with the provisions of Part D (Pensions) and the Annexes of this Schedule 7.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3 3.2, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13(4) of the Employment Regulations; and
 - 3.1.9 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8.
- 3.2 The indemnities in Paragraph 3.1 do not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. Information the Supplier must give

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in

- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
 - 5.1.2 Old Fair Deal; and/or
 - 5.1.3 the New Fair Deal.
- 5.2 Any changes necessary to the Contract as a result of changes to, or any replacement of, any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

- 7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:
- 7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
 - 7.1.2 the provisions in Part D: Pensions (and its Annexes) to this Staff Transfer Schedule.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 Within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the Contract; and
- 1.1.3 the date which is 12 Months before the end of the Term; or
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Staff List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Staff List and it shall provide an updated Supplier's Provisional Supplier Staff List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor

- 1.2.1 the Supplier's Final Supplier Staff List, which shall identify the basis upon which they are Transferring Supplier Employees and
- 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Staff List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraphs 1.1.1, 1.1.2 and 1.1.3, the Supplier shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Staff List and shall, unless otherwise instructed by the Buyer (acting reasonably):

- 1.5.1 not replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace

- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Staff (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Staff List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Staff List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Staff and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Staff List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to

- the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of the Contract (including identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D which the Buyer may reasonably request in advance of the expiry or termination of the Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of the Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Contract Period, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require including:
- 1.6.1 the numbers of Supplier Staff engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D); and
 - 1.6.4 a description of the nature of the work undertaken by each Supplier Staff by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the

Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Staff List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay;
 - 1.7.6 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - 1.7.7 a complete copy of the information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - 1.7.8 bank/building society account details for payroll purposes.
- 1.8 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3 the Supplier agrees that following within 20 Working Days of a request from the Authority it shall and shall procure that each Subcontractor shall use reasonable endeavours to comply with any reasonable request to align and assign Supplier Staff to any future delivery model proposed by the Authority for Replacement Services within 30 Working Days or such longer timescale as may be agreed.
- 1.9 Any changes necessary to the Contract as a result of alignment referred to in Paragraph 1.8 shall be agreed in accordance with the Variation Procedure.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a

Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations under the Employment Regulations and in particular obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List arising in respect of the period up to (but excluding) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Statutory Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part to the period ending on (but excluding) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier indemnifies the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring before but excluding the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising before but excluding the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not

limited to, PAYE and primary and secondary national insurance contributions:

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before but excluding the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (but excluding) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the Contract and/or the Employment Regulations; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnity in Paragraph 2.3 does not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date, Including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that their contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then:
 - 2.5.1 the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law;
 - 2.5.3 if such offer of employment is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment or alleged employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, or the situation has not otherwise been resolved, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.6 The indemnity in Paragraph 2.5 does not apply to:
 - 2.6.1 any claim for:
 - (a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (b) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

- arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor; or
- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 6 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Subcontractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Staff List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
- 2.9.1 the Supplier and/or any Subcontractor; and
- 2.9.2 the Replacement Supplier and/or the Replacement Subcontractor.
- 2.10 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall use reasonable endeavours to procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.11 Subject to Paragraph 2.12, the Buyer shall use reasonable endeavours to procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.11.1 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier

Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

- 2.11.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.11.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.11.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Staff List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.11.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.11.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, to the extent that

- the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date; and
- (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and after the Service Transfer Date;
- 2.11.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Staff List in respect of the period from (and including) the Service Transfer Date; and
- 2.11.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Staff List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.12 The indemnity in Paragraph 2.11 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Staff List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7).

Annex E1: List of Notified Subcontractors

Annex E2: Staffing Information

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor: [Insert name of Transferor]

Number of Employees in-scope to transfer: []

Guidance notes

- 1** *If you have any Key Subcontractors, please complete all the above information for any staff employed by such Key Subcontractor(s) in a separate spreadsheet.*
- 2** *This spreadsheet is used to collect information from the current employer (transferor) about employees performing the relevant services to help plan for a potential TUPE transfer. Some or all of this information may be disclosed to bidders as part of a procurement process. The information should not reveal the employees' identities.*
- 3** *If the information cannot be included on this form, attach the additional information, such as relevant policies, and cross reference to the item number and employee number where appropriate.]*

EMPLOYEE DETAILS & KEY TERMS							
Details	Job Title	Grade / band	Work Location	Age	Employment status (for example, employee, fixed-term employee, self-employed, agency worker)?	Continuous service date (dd/mm/yy)	Date employment started with existing employer
Emp No 1							
Emp No 2							
Emp No							
Emp No							
Emp No							
Emp No							
Emp No							

EMPLOYEE DETAILS & KEY TERMS								
	Details	Contract end date (if fixed term contract or temporary contract)	Contractual notice period	Contractual weekly hours	Regular overtime hours per week	Mobility or flexibility clause in contract?	Previously TUPE transferred to organisation? If so, please specify (i) date of transfer, (ii) name of transferor, and (iii) whether ex public sector	Any collective agreements?
	Emp No 1							
	Emp No 2							
	Emp No							
	Emp No							
	Emp No							
	Emp No							

	Emp No								
		ASSIGNMENT	CONTRACTUAL PAY AND BENEFITS						
	Details	% of working time dedicated to the provision of services under the contract	Salary (or hourly rate of pay)	Payment interval (weekly / fortnightly / monthly)	Bonus payment for previous 12 months (please specify whether contractual or discretionary entitlement)	Pay review method	Frequency of pay reviews	Agreed pay increases	Next pay review date
	Emp No 1								
	Emp No 2								
	Emp No								
	Emp No								
	Emp No								
	Emp No								

Emp No								
CONTRACTUAL PAY AND BENEFITS								
Details	Any existing or future commitment to training that has a time-off or financial implication	Car allowance (£ per year)	Lease or company car details	Any other allowances paid (e.g. shift allowance, standby allowance, travel allowance)	Private medical insurance (please specify whether single or family cover)	Life assurance (xSalary)	Long Term Disability / PHI (% of Salary)	Any other benefits in kind
Emp No 1								
Emp No 2								
Emp No								
Emp No								
Emp No								
Emp No								

CONTRACTUAL PAY AND BENEFITS						
Details	Annual leave entitlement (excluding bank holidays)	Bank holiday entitlement	Method of calculating holiday pay (i.e. based on fixed salary only or incl. entitlements to variable remuneration such as bonuses, allowances, commission or overtime pay?)	Maternity or paternity or shared parental leave entitlement and pay	Sick leave entitlement and pay	Redundancy pay entitlement (statutory / enhanced / contractual / discretionary)
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

PENSIONS						
Details	Employee pension contribution rate	Employer pension contribution rate	Please provide the name of the pension scheme and a link to the pension scheme website	Is the scheme an occupational pension scheme as defined in the Pension Schemes Act 1993?	If the scheme is not an occupational pension scheme, what type of scheme is it? E.g. personal pension scheme?	Type of pension provision e.g. defined benefit (CARE or final salary, and whether a public sector scheme e.g. CSPA, NHSPA, LGPS etc. or a broadly comparable scheme) or a defined contribution scheme or an auto enrolment master trust?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

PENSIONS						
Details	If the Employee is in the Local Government Pension Scheme, please supply details of Fund and Administering Authority.	If the Employee is in the Civil Service Pension Scheme, please provide details of the Admission Agreement.	If the Employee is in the NHSPS, please provide details of the Direction Letter.	If the Employee is in a broadly comparable pension scheme, please supply a copy of the GAD certificate of Broad Comparability.	Did Fair Deal or any other similar pension protection for ex-public sector employees apply to the employee when they TUPE transferred into your employment? If so, what was the nature of that protection (e.g. right to participate in a public sector pension scheme, or a broadly comparable scheme, or to bulk transfer past pension service into their current scheme)?	If Fair Deal, Best Value or other pension protection applied, which public sector employer did they originally transfer out of and when?
Emp No 1						
Emp No 2						
Emp No						
Emp No						
Emp No						
Emp No						
Emp No						

	OTHER		
Details	Security Check Level	Security Clearance Expiry date	Additional info or comments
Emp No 1			
Emp No 2			
Emp No			
Emp No			
Emp No			
Emp No			
Emp No			

Schedule 8 (Transition Plan and Testing)

Part A - Transition

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Calculation Engine"	the product used to consume Member and Scheme data to produce a set of calculation results used for determining Member Benefits;
"Delay"	(a) a delay in the Achievement of a Transition Milestone by its Transition Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Transition Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Transition Milestone Date listed in the Transition Plan;
"Detailed Transition Plan"	has the meaning set out in Paragraph 4 of this Schedule;
"Incumbent Supplier"	a supplier supplying the Services to the Buyer before the Service Commencement Date that are the same as or substantially similar to the Services (or any part of the Services) and include any subcontractor of such supplier (or any subcontractor of any such subcontractor);
"Implementation Period"	means the six (6) month period commencing on the Service Commencement Date;
"Outline Transition Plan"	means the Transition Plan set out in Annex 1 to Part A of this Schedule;
"Transition Milestone Payment"	a payment identified in the Transition Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Transition Milestone;
"Transition Period"	means the period commencing on the Start Date and ending on the Service Commencement Date;

“Transition Services”	the work which the Supplier needs to perform before taking over operational responsibility for the provision of the Core Services in accordance with the Specification and the Service Levels, together with any other services which are necessary to facilitate the smooth transfer of the Buyer's Data to the Supplier.

2. Introduction

2.1 This Schedule:

- 2.1.1 provides for a twelve (12) month Transition Period;
- 2.1.2 defines the process for the preparation and implementation of the Outline Transition Plan and Detailed Transition Plan;
- 2.1.3 identifies the Transition Milestones (and associated Deliverables) including the Transition Milestones which trigger payment to the Supplier of the applicable Transition Milestone Payments following the issue of the applicable Satisfaction Certificate; and
- 2.1.4 provides for a further six (6) month Implementation Period to complete or refine any outstanding implementation tasks.

3. Outline Transition Plan

- 3.1 There is an indicative Outline Transition Plan set out in the Annex 1 to Part A of this Schedule. The indicative Outline Transition Plan shall be the Outline Transition Plan contained in Schedule 4 (Tender).
- 3.2 All changes to the Outline Transition Plan shall be subject to the Variation Procedure provided that the Supplier shall not attempt to postpone any of the Transition Milestones using the Variation Procedure or otherwise (except in accordance with Clause 5 of the Core Terms (Buyer Cause)).

4. Approval of the Detailed Transition Plan

- 4.1 The Supplier shall submit a draft of the Detailed Transition Plan to the Buyer for approval within thirty (30) days after the Effective Date.
- 4.2 The Supplier shall ensure that the draft Detailed Transition Plan:
 - 4.2.1 incorporates all of the Transition Milestones and Transition Milestone Dates set out in the Outline Transition Plan;
 - 4.2.2 incorporates Transition Milestones for the delivery of key components of the Supplier Solution, including:
 - a) configuring the Supplier System (including the core administration database), and the data migration and reconciliation;
 - b) implementation of Calculation Engines and Calculation Records;

- c) implementation of electronic document management (including back scanning of existing electronic documents), and reconciliation;
 - d) implementation of all system outputs (performance reporting, calculation outputs, Member letters, etc.);
 - e) all processes (including agreed payroll, technical and organisational (including the organisational interfaces between the Supplier System and those systems used by the JPS Administrator(s) and other key Stakeholders); and
 - f) workflow management technology;
 - 4.2.3 outlines all the Deliverables, resourcing requirements and governance for each stage of the Transition Services, including details of any contingency that has been allowed for in planning the Transition Services;
 - 4.2.4 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Transition Milestones:
 - a) the completion of each design document;
 - b) the completion of the build/configuration phase;
 - c) the completion of any Testing and assurance to be undertaken in accordance with this Schedule; and
 - d) training and roll-out activities;
 - 4.2.5 clearly outlines:
 - a) roles and responsibilities of each Party (including the Supplier, Sub-contractors, the Buyer, Incumbent Supplier);
 - b) profiles of the Supplier personnel resources to be deployed by the Supplier to undertake the Transition;
 - c) the discovery work to be undertaken by the Supplier; and
 - d) the degree of automation targeted, how this will be agreed with the Buyer, and the process for managing non-automated components;
 - 4.2.6 clearly outlines all the steps required to implement the Transition Milestones to be Achieved in the next twelve (12) months, together with a high level plan for the rest of the programme, in conformity with the Specification; and
 - 4.2.7 is produced using a software tool as specified, or agreed by the Buyer.
- 4.3 Prior to the submission of the draft Detailed Transition Plan to the Buyer in accordance with Paragraph 4.1, the Buyer shall have the right:

- 4.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Transition Plan, including:
 - a) details of the Supplier's intended approach to the Detailed Transition Plan and its development;
 - b) copies of any drafts of the Detailed Transition Plan produced by the Supplier; and
 - c) any other work in progress in relation to the Detailed Transition Plan; and
- 4.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Transition Plan.
- 4.4 Following receipt of the draft Detailed Transition Plan from the Supplier, the Buyer shall:
 - 4.4.1 review and comment on the draft Detailed Transition Plan as soon as reasonably practicable; and
 - 4.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Transition Plan no later than forty (40) Working Days after the date on which the draft Detailed Transition Plan is first delivered to the Buyer.
- 4.5 If the Buyer rejects the draft Detailed Transition Plan:
 - 4.5.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
 - 4.5.2 the Supplier shall then revise the draft Detailed Transition Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Detailed Transition Plan to the Buyer for the Buyer's approval within twenty (20) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 4.4 and this Paragraph 4.5 shall apply again to any resubmitted draft Detailed Transition Plan, provided that either Party may refer any disputed matters for resolution in accordance with the Dispute Resolution Procedure at any time.
- 4.6 If the Buyer approves the draft Detailed Transition Plan, it shall replace the Outline Transition Plan from the date of the Buyer's notice of approval.

5. Updates to and Maintenance of the Detailed Transition Plan

- 5.1 Following the approval of the Detailed Transition Plan by the Buyer:
 - 5.1.1 the Supplier shall submit an updated Detailed Transition Plan to the Buyer every three (3) months starting three (3) months from the date of submission of the draft Detailed Transition Plan in accordance with paragraph 4.1;
 - 5.1.2 without prejudice to Paragraph 5.1.1, the Buyer shall be entitled to request a revised Detailed Transition Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Transition Plan to the Buyer within ten (10) Working Days of receiving such a request from the Buyer (or

such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

- 5.1.3 any revised Detailed Transition Plan shall (subject to Paragraph 5.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 4; and
 - 5.1.4 the Supplier's performance against the Transition Plan shall be monitored at meetings of the Transition Project Group to be established and governed in accordance with the governance structure set out in Schedule 13 (Contract Management). In preparation for such meetings, the current Detailed Transition Plan shall be provided by the Supplier to the Buyer not less than five (5) Working Days in advance of Transition Project Group.
- 5.2 Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Transition Plan shall be subject to review and agreement through the Variation Procedure provided that:
- 5.2.1 any amendments to elements of the Detailed Transition Plan which are based on the contents of the Outline Transition Plan shall be deemed to be material amendments; and
 - 5.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Transition Milestone Date except in accordance with Clause 5 of the Core Terms (Buyer Cause).
- 5.3 Any proposed amendments to the Detailed Transition Plan shall not come into force until they have been approved in writing by the Buyer.

6. Deliverable Items

- 6.1 The Supplier shall provide each of the Deliverable Items identified in the Transition Plan by the date assigned to that Deliverable Item in the Transition Plan so as to ensure that each Transition Milestone identified in the Transition Plan is Achieved on or before its Transition Milestone Date.
- 6.2 The Supplier shall monitor its performance against the Transition Plan and Transition Milestones and report to the Buyer on such performance.
- 6.3 Time in relation to compliance with the Transition Plan shall be of the essence and failure of the Supplier to comply with the Transition Plan shall be a Material Default.

7. Incumbent Supplier

- 7.1 During the Transition Period, the Incumbent Supplier shall retain full responsibility for all existing services until the Service Commencement Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Service Commencement Date as set out in Award Form. In accordance with the Transition Plan, the Supplier shall:

- 7.1.1 work cooperatively and in partnership with the Buyer and Incumbent Supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 7.1.2 work with the Incumbent Supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services; and
- 7.1.3 liaise with the Incumbent Supplier to enable the full completion of the Transition Period activities.

8. Security requirements before the Start Date

- 8.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Transition Plan.
- 8.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 8.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 8.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 8.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 8.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

9. What to do if there is a Delay

- 9.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 9.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 9.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 9.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 9.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

10. Compensation for a Delay

- 10.1 If Delay Payments have been included in the Transition Plan and a Transition Milestone has not been achieved by the relevant Transition Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Transition Plan) and the following provisions shall apply:
- 10.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Transition Milestone;
 - 10.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Transition Milestone by its Transition Milestone Date except where:
 - (a) the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 (When the Buyer can end the contract);
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Transition Plan commencing on the relevant Transition Milestone Date; or
 - (c) the Core Services do not commence on the Service Commencement Date;
 - 10.1.3 the Delay Payments will accrue on a daily basis from the relevant Transition Milestone Date until the date when the Transition Milestone is Achieved;
 - 10.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 10.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 15 (How much you can be held responsible for);
 - 10.1.6 Where the delay causes the Core Services to be delayed from the Service Commencement Date, the Supplier is responsible for the Buyer's costs of procuring Replacement Deliverables.

11. Transition Project Group

- 11.1 During the Transition Period, the Parties agree to operate a Transition Project Group at the locations and at the frequencies set out below.
- 11.2 The Transition Project Group shall have the following membership:
 - 11.2.1 The Buyer Project Manager who shall be: [REDACTED]
 - 11.2.2 The Supplier Project Manager who shall be: [REDACTED]
 - 11.2.3 Such other members as the Buyer may request.
 - 11.2.4 The Transition Project Group shall meet not less than fortnightly or as reasonably requested by the Buyer.
- 11.3 The Transition Project Group shall be quorate if the Buyer Project Manager and Supplier Project Manager (or their delegates if approved by the Buyer) are in attendance.
- 11.4 The Transition Project Group shall meet at locations nominated by the Buyer which may be remote.
- 11.5 Such meetings of the Transition Project Group shall be minuted by the Buyer Project Manager and copies of these minutes shall be circulated to both Parties.
- 11.6 The Transition Project Group shall have the following terms of reference:
 - 1.1.1 to co-ordinate and manage the provision of the Transition Services and work with each other to address any problems that arise in connection with the Transition Services;
 - 1.1.2 to monitor and review the Transition including the completion of Transition Milestones in accordance with the Detailed Transition Plan during the Transition Period.
- 11.7 In advance of each meeting the Supplier shall provide the Buyer with the report on performance against the Detailed Transition Plan and Achievement of Transition Milestones.

12. Implementation Plan

- 12.1 The Implementation Period will be a six (6) month period commencing on the Service Commencement Date.
- 12.2 During the Implementation Period, the Supplier shall have full responsibility for the delivery of the Services.
- 12.3 The Supplier shall submit a draft of the Implementation Plan to the Buyer for approval three (3) months prior to the Service Commencement Date.
- 12.4 The Supplier shall ensure that the draft Implementation Plan incorporates any implementation tasks that require completion, refinement or improvement to achieve Good Industry Practice and outlines the Supplier's proposed timescales for completion of the implementation tasks. For the avoidance of doubt, the Implementation Plan shall not include the key components of the Supplier Solution or the Transition Milestones which must be Achieved during the Transition Period.

12.5 Following receipt of the draft Implementation Plan from the Supplier, the Buyer shall:

12.5.1 review and comment on the draft Implementation Plan as soon as reasonably practicable; and

12.5.2 notify the Supplier in writing that it approves or rejects the draft Implementation Plan.

12.6 If the Buyer rejects the draft Implementation Plan:

12.6.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and

12.6.2 the Supplier shall then revise the draft Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Implementation Plan to the Buyer for the Buyer's approval within ten (10) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 12.5 and this Paragraph 12.6 shall apply again to any resubmitted draft Implementation Plan, provided that either Party may refer any disputed matters for resolution in accordance with the Dispute Resolution Procedure at any time.

13. Implementation Project Group

13.1 During the Implementation Period, the Parties agree to operate an Implementation Project Group at the locations and at the frequencies set out below.

13.2 The Implementation Project Group shall have the following membership:

13.2.1 The Buyer Project Manager who shall be: [REDACTED]

13.2.2 The Supplier Project Manager who shall be: [REDACTED]

13.2.3 Such other members as the Buyer may request.

13.2.4 The Implementation Project Group shall meet not less than fortnightly or as reasonably requested by the Buyer.

13.3 The Implementation Project Group shall be quorate if the Buyer Project Manager and Supplier Project Manager (or their delegates if approved by the Buyer) are in attendance.

13.4 The Implementation Project Group shall meet at locations nominated by the Buyer which may be remote.

13.5 Such meetings of the Implementation Project Group shall be minuted by the Buyer Project Manager and copies of these minutes shall be circulated to both Parties.

13.6 The Implementation Project Group shall have the following terms of reference:

1.1.3 to monitor and review the completion, refinement or improvement of any tasks set out in the Implementation Plan and work with each other to address any problems that arise in connection with the Implementation Period.

- 13.7 In advance of each meeting the Supplier shall provide the Buyer with the report on performance against the Implementation Plan and its timescales.

ANNEX 1: OUTLINE TRANSITION PLAN

The Transition Milestones will be Achieved in accordance with this Part A of this Schedule

The Delay Payments shall be 1.5% of the relevant Transition Milestone Payment for each day that the Transition Milestone has not been achieved by the relevant Transition Milestone Date. For the purposes of Paragraph 10.1.2(b) the Delay Period Limit shall be **ten (10) Working Days**.

Part B - Testing

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 to Part B of this Schedule issued by the Buyer when a Deliverable and/or Transition Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1 to Part B of this Schedule;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Transition Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;

"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Transition Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Effective Date but in any case, no later than twenty (20) Working Days after the Effective Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Transition Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;

- 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans for the relevant Testing as specified in the Transition Plan and submit these for Approval as soon as practicable but in any case, no later than twenty (20) Working Days prior to the date of the relevant Test.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Transition Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days prior to the start of the relevant Testing (as specified in the Transition Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;
 - 6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

- a) a mechanism to be used to capture and record Test results; and
- b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least ten (10) Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than two (2) Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within five (5) Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Transition Milestone it shall submit any Deliverables relating to that Transition Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Transition Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Transition Milestone.

- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
- 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
- 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Transition Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a Material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Transition Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Transition Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Transition Plan as associated with that Transition Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Transition Milestone in accordance with the provisions of any Transition Plan and Clause 4 (Pricing and payments).
- 11.6 If a Transition Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Transition Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a Material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 - 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Transition Milestone Date and any subsequent Transition Milestone Date.

12. Risk

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 12.1.1 operate to transfer any risk that the relevant Deliverable or Transition Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Transition Milestone; or
 - 12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Transition Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables.

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: The Lord Chancellor acting as part of the Crown whose offices are at
102 Petty France, London SW1H 9AJ

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/ Transition Milestone(s): [Insert relevant description of the agreed Deliverables/ Transition Milestones].

We refer to the agreement ("**Contract**") [insert Contract reference number] relating to the provision of the Judicial Pension Scheme Administration between the Lord Chancellor acting as part of the Crown ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Effective Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in this Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Transition Milestones and/or reference number(s) from the Transition Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Transition Milestone Payment associated with this Transition Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Schedule 10 (Service Levels and KPIs)

1. Definitions

- 1.1 In this Schedule, the following words have the following meanings and supplement Schedule 1:

"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Grace Period"	means the period of six (6) months commencing on the Service Commencement Date;
"Key Performance Indicator" or "KPI"	means the Key Performance Indicators set out in the Annex to Part A of this Schedule which shall be used to measure the performance of the Services and Social Value by the Supplier;
"KPI Failure"	means a failure to meet a KPI and includes a Minor KPI Failure, Serious KPI Failure or Severe KPI Failure;
"Minor KPI Failure"	has the meaning set out in Part A of this Schedule;
"Performance Indicator"	means a KPI or SPI;
"Repeat KPI Failure"	has the meaning set out in Part A of this Schedule;
"Serious KPI Failure"	has the meaning set out in Part A of this Schedule;
"Service Credits"	any service credits calculated by reference to the Service Points specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Award Form;
"Service Points"	are as set out against the relevant KPI in the Annex to Part A of this Schedule and shall accrue for any KPI Failure other than for a Minor KPI Failure;
"Severe KPI Failure"	has the meaning set out in Part A of this Schedule;
"Subsidiary Performance"	Means the Subsidiary Performance Indicators set out in the Annex to Part A of this Schedule within each

**Indicators” or
“SPIs”**

KPI which shall be used to measure the performance of the Services and Social Value by the Supplier; and

**“Target
Performance Level”**

has the meaning set out in Part A of this Schedule.

2. What happens if you do not meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Key Performance Indicators (including each KPI's Subsidiary Performance Indicators) for each Service Level.
- 2.2 Any KPI Failure entitles the Buyer to the rights set out in Part A of this Schedule 10 including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any.
- 2.3 The Supplier shall send monthly Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B of this Schedule 10.
- 2.4 A Service Credit is the Buyer's exclusive financial remedy for a KPI Failure except where:
 - 2.4.1 the Supplier has, over the previous 12 Months, exceeded the Service Credit Cap; and/or
 - 2.4.2 the KPI Failure:
 - (a) is a failure to meet the KPI Service Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.4.3 the Buyer is also entitled to or does terminate the Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).

3. Critical Service Level Failure

- 3.1 On the occurrence of a Critical Service Level Failure:
 - 3.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 3.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Paragraph 3 is without prejudice to the right of the Buyer to terminate the Contract and/or to claim damages from the Supplier for Material Default.

Part A: Service Levels and Service Credits

1. Service Levels

1.1 If the level of performance of the Supplier:

1.1.1 is likely to or fails to meet any KPI; or

1.1.2 is likely to cause or causes a Critical Service Level Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.1.3 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Critical Service Level Failure from taking place or recurring;

1.1.4 instruct the Supplier to comply with the Rectification Plan Process;

1.1.5 if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or

1.1.6 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 apply).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in this Part A.

2.3 Without prejudice to any of the Buyer's other rights under this Schedule, the Buyer shall not shall set-off the value of any Service Credits accrued during the Grace Period against the appropriate invoice.

2.4 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period with effect from the first day of the first month following the Service Commencement Date.

2.5 For each Service Period:

2.5.1 the Service Points accrued shall be converted to a percentage deduction from the Core Charges for the relevant Service Period on the basis of one point equating to a 0.1% deduction in the Core Charges; and

2.5.2 the total Service Credits applicable for the Service Period shall be calculated in accordance with the following formula:

$$\text{SC} = \text{TSP} \times \text{PP} \times \text{AC}$$

where:

SC	is the total Service Credits for the relevant Service Period
TSP	is the total service points that have accrued for the relevant Service Period
PP	Is the Percentage Point of 0.1%
AC	is the total Core Charges payable for the relevant Service Period (prior to the deduction of applicable Service Credits)

3. Performance Measurement

- 3.1 Subject to paragraph 3.2.2 of this Part A, where a Performance Indicator specifies a timescale within which the Supplier shall perform an action, the period of time for measuring the Supplier's performance of that action against the specified timescale shall start from the time that the Performance Indicator requires the Supplier to perform the action and shall end at the time when the Supplier has performed that action ("**SLA Clock Time**").
- 3.2 Where the required action is to be performed following receipt of an instruction and/or information from the Buyer, an Employer, a Member, and/or a Member representative (the "**Relevant Person**"), the SLA Clock Time for the performance of that action shall be paused if the Supplier notifies the Relevant Person and demonstrates to that Relevant Person that the instruction and/or information provided is not validated as capable of being transacted ("**Validated**"). In such circumstances:
 - 3.2.1 the Supplier shall provide the Relevant Person with full and clear details of what further instructions and/or information is required in order to enable the Supplier to perform the required action (the "**Additional Information**"); and
 - 3.2.2 the SLA Clock Time for that action shall be paused until the Supplier receives or is deemed to have received the Additional Information whether or not that information is Validated, provided that pausing the SLA Clock Time for such action is without prejudice to the Supplier's ongoing obligations to request repeatedly the required instruction and/or information from the Relevant Person.
- 3.3 In relation to paragraph 3.2.2 of this Part A, if the Supplier believes that the Additional Information which it has received does not make the earlier information and/or instruction Validated, the SLA Clock Time shall continue to run until the Supplier notifies the Relevant Person in accordance with

paragraph 3.2 of this Part A and demonstrates that the Additional Information is not Validated.

- 3.4 The Supplier and the Buyer acknowledge that there may be situations where the SLA Clock Time may expire as a consequence of a Relevant Person repeatedly failing to provide instructions and/or information which is Validated. The Supplier shall be treated as having achieved the Target Performance Level where it demonstrates to the Buyer that the KPI Failure was caused by the level of interaction required with a Relevant Person to source instructions and/or information which is Validated and provides the Buyer with evidence that:

- 3.4.1 on each occasion, the Supplier reviewed and responded to the initial instruction and/or information provided by a Relevant Person and the Additional Information within five (5) days of receipt; and
- 3.4.2 the Supplier submitted fortnightly chasers in writing to a Relevant Person for any information that remained outstanding whilst the SLA Clock Time was paused.

- 3.5 Where:

- 3.5.1 a Relevant Person (other than a Member or Member representative) repeatedly fails (following at least 4 (four) fortnightly chasers) to provide instructions and/or information which is Validated, the Supplier shall notify the Buyer as soon as reasonably practicable and provide full details of the alleged failure. The Parties will, acting reasonably, endeavour to agree a correction plan with the Relevant Person who has repeatedly failed to provide information and/or instructions which are Validated; and
- 3.5.2 a Member or Member representative repeatedly fails to provide instructions and/or information which is Validated, the Supplier shall issue four (4) fortnightly chasers pursuant to paragraph 3.4.2 following which the Supplier shall notify the Member or Member representative in writing that the Supplier is going to close the relevant administration action and that the Member or Member representative will need to re-contact the Supplier if it wishes the Supplier to continue with the relevant closed administration action.

4. SERVICE POINTS

- 4.1 If the level of performance of the Supplier during a Service Period achieves or exceeds the Target Performance Level in respect of a Key Performance Indicator or where the Supplier rectifies a Minor KPI Failure, where applicable, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 4.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, or the Supplier fails to rectify an applicable Minor KPI Failure Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in paragraph 4.3 of this Part A.

- 4.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number (taking into account Paragraph 8 of the Annex to this Part A) as set out in the table in the Annex depending on whether the KPI Failure is a:

4.3.1 Minor KPI Failure;

4.3.2 a Serious KPI Failure; or

4.3.3 a Severe KPI Failure,

unless the KPI Failure is a Repeat KPI Failure in which case the provisions of Paragraph 5 of this Part A shall apply.

5. REPEAT KPI FAILURES AND RELATED KPI FAILURES

- 5.1 If a KPI Failure occurs in respect of the same Key Performance Indicator (except for in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a repeat KPI Failure (“**Repeat KPI Failure**”).

- 5.2 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times M$$

where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure;

P = the applicable number of Service Points for that KPI Failure as set out in the Annex to this Part A depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold;

M = the applicable multiplier being:

- (a) 2 where the Repeat KPI Failure is a KPI Failure **at the same level** of KPI Failure or a **worse level** of KPI Failure than the KPI Failure in the previous Measurement Period; or
- (b) 1.25 where the Repeat KPI Failure is a KPI Failure at a lesser level of KPI Failure than the KPI Failure in the previous Measurement Period.

Worked example for the varying levels of KPI Failure over a four (4) month period to clarify how variable performance affects the measurement:

Code	Title	Description	Definition	FOM	PI Type	Severity Levels	Measurement	Service Points
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PI 1	Member records maintenance	The Supplier shall process personal data changes for Members.	On receipt of the request, the Supplier shall validate and update personal details.	M	KPI	Target	95%	0
						Minor	94.99-94%	0 or 1 (see Paragraph 8 in Annex to this Part A)
						Serious	93.99-93%	0 or 3 (where applicable, see Paragraph 8 in Annex to this Part A)
						Severe	92.99-92%	0 or 7 (where applicable, see Paragraph 8 in Annex to this Part A)
						Threshold	<91.99%	11

Worked example for calculating actual Service Points due to repeat failures

1 st Worked Example for PI1						
	Target Performance	Actual Performance	Applicable Service Points	Repeat KPI Failure factor	Service Points Inc. Repeat Failure	Notes
Month 1	95%	92.5%	7	N/A	7	No repeat failure factor as it is Month 1
Month 2	95%	93.2%	3	1.25	3.75	Actual performance is below target but better than Month 1 performance so x1.25 repeat failure factor applied
Month 3	95%	92.3%	7	2	14	Actual performance below target and below Month 2 performance so x2 repeat failure factor applied
Month 4	95%	95%	0	N/A	0	Actual performance meets target so no service points or repeat failure factor applied

Worked example for calculating actual Service Points where Small Number Relief applies (As defined in Paragraph 8 in Annex to this Part A):

2 nd Worked Example for PI1						
	Actual Performance	Severity Level (of failure to meet KPI)	Number of cases in the month	Possible Service Points	Applicable Service points	Notes
Month	93.5%	Serious KPI Failure	9	0 or 3 (see Paragraph 8 in Annex to this Part A)	0	Actual Supplier performance is at Serious Severity Level at 93.5% and: - there were 9 cases in the month; - Small Number Relief applies (defined in Paragraph 8 in Annex to this Part A) applies resulting in 0 Service Points accruing.

Month	93.5%	Serious KPI Failure	10	0 or 3 (see Paragraph 8 in Annex to this Part A)	3	Actual Supplier performance is at Serious Severity Level at 93.5% and: - there were 10 cases in the month; - Small Number Relief (defined in Paragraph 8 in Annex to this Part A) does not apply resulting in 3 Service Points accruing.
Month	92.5%	Severe KPI Failure	9	0 or 7 (see Paragraph 8 in Annex to this Part A)	0	Actual Supplier performance is at Severe Severity Level at 92.5% and: there were 9 cases in the month: Small Number Relief (defined in Paragraph 8 in Annex to this Part A) applies resulting in 0 Service Points accruing.
Month	93.5%	Severe KPI Failure	10	0 or 7 (see Paragraph 8 in Annex to this Part A)	7	Actual Supplier performance is at Severe Severity Level at 93.5% and: - there were 10 cases in the month; - no Small Number Relief (defined in Paragraph 8 in Annex to this Part A) applies resulting in 7 Service Points accruing.

6. RELIEF

6.1 Where and to the extent the Supplier can demonstrate, in accordance with Clause 5 (Buyer Cause), that a KPI Failure or an SPI Failure would not have occurred but for a Buyer Cause, then (subject to the Supplier fulfilling the conditions set out in such Clause and complying with the requirements set out in Paragraph 3 (Performance Measurement) of this Part A):

- 6.1.1 the Supplier shall be entitled to the relief set out in Clause 5 (Buyer Cause) in respect of the KPI Failure or SPI Failure (as appropriate) for the duration of the Buyer Cause; and
- 6.1.2 the time period between the time the Buyer Cause commences until the time at which the Buyer Cause ceases shall be excluded from the measurement of elapsed time (i.e. SLA Clock Time) in the Key Performance Indicators or Subsidiary Performance Indicators (as appropriate).

Annex A to Part A: Service Levels

Performance Indicator Definition

The Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier and are set out in the table below. In respect of the following table:

- 1 the column headed "**Code**" sets out the unique alphanumeric reference which has been allocated to the Performance Indicators;
- 2 the column headed "**Description**" provides a brief description of the Service which the Supplier is required to provide;
- 3 the column headed "**Definition**" sets out the minimum performance level to be achieved by the Supplier against the applicable Performance Indicator during the Service Period;
- 4 the column headed "**FOM**" (Frequency of Measurement) indicates whether the Supplier is required to report its performance against the Performance Indicator to the Buyer: at the end of each month ("**M**"); at the end of each Quarter ("**Q**"); at the end of each calendar year ("**A**"); or, only when the Supplier fails to achieve the "Target Performance Level" ("**E**") (as applicable);
- 5 the column headed "**P Type**" (Performance Indicator Type) indicates whether or not the PI is a Key Performance Indicator ("**KPI**") or Subsidiary Performance Indicator ("**SPI**");
- 6 in the column headed "**Severity levels**" for each PI:
 - 6.1 "**Target**" refers to the **Target Performance Level**;
 - 6.2 "**Minor**" refers to either a **Minor KPI Failure** or **Minor SPI Failure** (as applicable);
 - 6.3 "**Serious**" refers to either a **Serious KPI Failure** or **Serious SPI Failure** (as applicable);
 - 6.4 "**Severe**" refers to either a **Severe KPI Failure** or **Severe PI Failure** (as applicable); and
 - 6.5 "**Threshold**" refers to either a **KPI Service Threshold** or **SPI Service Threshold** (as applicable);
- 7 any reference to "**days**" in Target Performance Level is a reference to "**Working Days**"; and
- 8 in the column headed "Service Points or amount (GBP)" in respect of all (except PI 29(a)) of the:
 - 8.1 "**Minor**" Severity Levels the number of Service Points for failure to meet the KPI at the "Minor" Severity Level shall be deemed to be 0 (zero) provided the Supplier completes ninety-five per cent (95%), (one hundred per cent (100%) for Payment Award KPI) of cases in that month. If the Supplier fails to complete 95 (ninety-five) per cent (95%) (100 (one hundred) per cent (100%) of Payment Award KPI) of cases in that month, the number of Service Points shall be 1 (one) (see worked example for calculating actual Service Points due for Minor KPI Failure in Paragraph 5 of Part A); and
 - 8.2 "**Serious**" and "**Severe**" Severity Levels but only in instances where there are less than 10 (ten) cases in a month and the Supplier achieves at least the applicable Threshold Severity Level for that KPI. No Service Points will be attributed and no Service Credits will apply in respect of such Serious KPI

Failure or Severe KPI Failure ("**Small Number Relief**") (see worked example for calculating actual Service Points due for Serious KPI Failure or Severe KPI Failure where the number of cases in the month are less than 10 (ten) in Paragraph 5 of Part A). For the avoidance of doubt Service Points and Service Credits shall always apply in respect of any Threshold Severity Level including where there are less than 10 (ten) cases in a month;

- 8.3 for the avoidance of doubt the application of Small Number Relief shall apply only in relation to the relevant month in question and accordingly shall have no impact on the calculation of the Supplier's performance of the Services in any following periods; and
- 8.4 any reference to "**Available Payroll**" means the payroll cut-off date / shut-down date.

Table of Performance Indicators (KPIs and SPIs)
The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services are set out in the table immediately below:

Code	Title	Description	Definition	Frequency Of Measurement	PI Type	Severity Levels	Measurement	Service Points
P.1 KPI.1	Member records maintenance	The Supplier shall process all data changes correctly and accurately for Members.	On receipt of the request, the Supplier shall within five (5) days validate and update details. Common and Conditional data accuracy must remain above target threshold (95% accuracy)	M	KPI	Target Minor Serious Severe Threshold	95% 94.99-94% 93.99-93% 92.99-92% <91.99%	0 1 3 7 11
P.7	Data accuracy	The Supplier shall assess Common Data and Scheme Specific Data (that the Supplier has direct control over) quarterly to determine the accuracy level of this data and subsequently correct such data where required to meet the Pensions Regulator's guidance: A) Common Data shall meet the accuracy levels set out in the latest agreed version of the Data Management Plan; and B) Scheme Specific Data shall meet the accuracy	The Measurement is the percentage of all Common Data in the Supplier's custody, possession and/or control which meets the agreed accuracy levels in the latest agreed version of the Data Improvement Plan.	Q	SPI	Target	95%	

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		levels set out in the latest agreed version of the Data Management Plan.						
P.9	Statutory pensions increases and Year End	a) The Supplier shall process statutory pension increases on publication of the relevant factor update (usually published by HM Treasury in February each year). b) The Supplier shall update pension data to reflect Scheme pension and GMP increases and issue notification to Members. c) The Supplier shall update pension data to reflect Scheme pension and GMP increases d) The Supplier shall issue a P60 to each Pensioner, where required, except where the tax paid for that year is zero.	(a) By the relevant due date. Statutory pension increases not applied to each subsequent payroll b) In time to take effect from the first pay-day after the first Monday in April. c) In time to take effect from the first pay-day after the first Monday in April. d) By 31st May each year.	A	SPI	Target	95%	
P.11	Judicial Additional voluntary contributions (inclusive of Judicial Added Years and Judicial	The Supplier shall process an instruction from a Member to start, change, or stop AVCs, or other actions related to AVCs.	The Supplier shall within five (5) days of receipt of an instruction, issue confirmation of AVC deductions to the Member, inform the Authority of the new deduction and inform the JPS AVC provider of any new	M	SPI	Target	95%	

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	Added Benefit instructions)	This PI applies to the following transaction types: (a) Added years (stop only); (b) Added pension (stop only); (c) EPA (stop only); JAVCS (Judicial Additional Voluntary Contributions).	Member instruction and update the system to reflect the change.					
P.15	Transfers out	a) On receipt of a Member's instruction, the Supplier shall calculate the transfer value and pass all relevant information to the Member or receiving scheme as appropriate. The Supplier shall process a transfer-out on request from a Member. b) The Supplier shall carry out all required checks and process the transfer payment on receipt of all required information, updating the member record to reflect the changes.	Within five (5) days of receipt of a notification/ request	M	SPI	Target	95%	
P.17	Opting out	(a) The Supplier shall issue an estimate to the Member explaining the impact on their Benefits.	a) Ten (10) days from the receipt of notification of a decision. b) Ten (10) days from the receipt of notification of a decision. c) Ten (10) days from the receipt of notification of a decision.	M	SPI	Target	95%	

		(b) The Supplier shall update the Member's record, on receipt of their decision. (c) The Supplier shall update the Member's record, on receipt of their decision. (d) If applicable, the Supplier shall send the tax payment to HMRC.	d) In accordance with tax pay-over guidelines.					
P.24	Annual benefit statements	a) The Supplier shall issue an annual benefit statement to Active members b) The Supplier shall issue one (1) additional copy (free of charge), for each record, to a Member at the Member's request, per year.	a) In accordance with regulatory requirements (31 August each year) b) On member request	A	SPI	Target	95%	
P.25	Reconciliations and contributions management	(a) The Supplier shall notify the Authority of the amount needed to cover the monthly payroll amount. (b) The Supplier shall fully reconcile the pensioner payroll bank accounts and various control accounts with the Authority.	a) Monthly on working day 10 of each month. b) Monthly on working day 10 where the request is made no more than four (4) months before	M	SPI	Target	95%	

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P.2 KPI.2	Payment Awards/ cessation	The Supplier shall make: Correct and accurate payment of all pension benefit settlements within all specified timeframes The continuing payment of correct and accurate pension benefits.	Payment Award/ cessation timescales are listed by PI	M	KPI	Target	100%	0
						Minor	99.99-99%	1
						Serious	98.99-98%	3
						Severe	97.99-97%	7
						Threshold	<96.99%	11
P.10	Child pension review	The Supplier shall monitor child's age and carry out an annual review of pensions in payment to children to validate continued eligibility and enable cessation by relevant payment end date.	Annually by 31 August.	A	SPI	Target	100%	
P.13	Individual Award Adjustments	a) The Supplier shall process revisions to awards and issue new pay instructions to the Member and payroll team.	a) Within five (5) days of receipt of a notification/request b) Within five (5) days of receipt of a notification/request	M	SPI	Target	100%	
P.16	Death Benefits	a) The Supplier shall provide details of death Benefits (including lump sums as appropriate) and process any award arising	a) Within five (5) days of receipt of a notification/ request b) Within five (5) days of receipt of a notification/ request	M	SPI	Target	100%	

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		from the death of a Member. b) The Supplier shall send information required and request information required to identify beneficiaries and benefits payable. The Supplier shall provide details of death Benefits (including lump sums as appropriate) and process any award arising from the death of a Member. c)The Supplier shall send information required and request information required to identify beneficiaries and benefits payable. d) The Supplier shall cease pension payments to the Member. e) The Supplier shall calculate and issue a payment instruction for the death-in-service award. f) Dependant Pensions. The Supplier shall calculate and set up dependant pension(s).	c) Within five (5) days of receipt of a notification/ request d) The Supplier shall cease pension payments to the Member by the next available payroll. e) Within five (5) days of receipt of a notification/ request f) Within five (5) days of receipt of a notification/ request g) The Supplier shall cease pension payments to the Member by the next available payroll. h) The Supplier shall calculate and issue a payment instruction for the death-in-service award. i)By the next available payroll j) Five (5) working days after the payment of the Death Benefit lump sum					
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		g) The Supplier shall cease pension payments to the Member. h) The Supplier shall calculate and issue a payment instruction for the death-in-service award. (i) Payment of Death Benefit Lump Sum. The Supplier shall pay the Death Benefit Lump Sum. (j) The Supplier shall provide information and, on receipt of an instruction from the executor of the Member's estate, issue a payment instruction for a Member's tax liability.						
P.18	Payment of new and ongoing pensions	a) The Supplier shall pay ongoing pensions. b) The Supplier shall make payments using a suitable payment instrument as appropriate (including BACS, cheque, and direct credit to an overseas bank account) in time for pension payments to be made by the due date	a) Each payroll b) Each payroll c) Each relevant payroll d) By 19th of the month following the month of collection, or otherwise in accordance with tax pay-over guidance. e) By 19th of the month following the month of collection, or otherwise in accordance with tax pay-over guidance.	M	SPI	Target	100%	

		each month. The Supplier shall pay ongoing pensions. c) The Supplier shall issue initial payslips and individual payslips, where there is a net pay change of £1 or more, to Pensioners. d) The Supplier shall apply tax code changes on notification by HMRC e) The Supplier shall remit all tax payments due to HMRC.						
P.20	Sitting in Retirement sitting limitations	a) upon notification that a judge is being appointed to sit in retirement in an applicable role by a Member or the Employer, the Supplier shall calculate and notify the Member and Employer of the number of days the Member is permitted to sit within the period of one year, in order to satisfy the principle of abatement in a Judicial context. Calculations should be undertaken in line with instruction provided by the Authority.	a) Within five (5) days of receipt of notification; b) Within five (5) days of receipt of notification;	M	SPI	Target	100%	

		b) Upon notification of re-employment, partial retirement or final retirement from partial retirement from a Member or Employer, the Supplier shall calculate, implement and notify the Member of any changes to his or her pension in payment or pension that will come into payment.						
P.27	Retirement finalisations (inclusive of ill-health)	a) The Supplier shall calculate Benefits, finalise retirement and issue payment on instruction from a Member or an Employer, as appropriate. b) The Supplier shall make retirement pension payments using a suitable payment instrument as appropriate (including BACS, cheque, and direct credit to an overseas bank account) in time for pension payments to be made by the due date each month. In instances of ill-health: Settle the ill-health retirement benefits on instruction from the Employer (with or	(a) Pay Member's first pension payment by the later of: (i) One (1) month after the Member's Retirement Date, or (ii) Ten (10) days from the receipt of instruction. (b) Lump sum paid by the later of: (i) One (1) day after the Member's Retirement Date, or Five (5) days from the receipt of instruction.	M	SPI	Target	100%	

		without the relevant medical certificate).						
P.3 KPI.3	Correspondence	The Supplier shall respond to all correspondence within the relevant process timeframes	Correspondence timescales are listed by PI	M	KPI	Target	95%	0
						Minor	94.99-94%	1
						Serious	93.99-93%	3
						Severe	92.99-92%	7
						Threshold	<91.99%	11
P.8	Transfers in All schemes except JPS2022	On receipt of authority from a Member, the Supplier shall contact the Member's other pension scheme(s) as directed for transfer value details. (a) On receipt of authority from a Member, the Supplier shall contact the Member's other pension scheme(s) as directed for transfer value details. (b) On receipt of transfer value details from the other pension scheme(s), the Supplier shall issue a transfer Quote to the Member. (c) On receipt of a decision from the Member, the Supplier shall	a) Within five (5) days b) Within five (5) days c) Within five (5) days d) Within five (5) days	M	SPI	Target	95%	

		request payment from the ceding scheme(s). (d) On receipt of transfer value from the ceding scheme(s), the Supplier shall update the Member's record and confirm the amount of the transfer to the Member.						
P.12	Divorce	(a) The Supplier shall provide a divorce valuation and pension sharing correspondence on receiving a valuation request or other correspondence from the Member; and The Supplier shall process awards and provide details in the case of divorce of a Member. (b) The Supplier shall provide a divorce valuation and pension sharing correspondence on receiving a valuation request or other	a. Within ten (10) days of receipt of request. b. Within ten (10) days of receipt of request. c. Within ten (10) days of receipt. d. Within ten (10) days of receipt. e. Within ten (10) days of receipt. f. Within ten (10) days of receipt. g. Within ten (10) days of receipt. h. Within ten (10) days of receipt. i. Within ten (10) days of receipt.	Q	SPI	Target	95%	

		correspondence from the Member; and (c) The Supplier shall notify Members and former spouses of relevant administration charges and seek payment from them. (d) The Supplier shall implement the order on receipt of the court order. (e) The Supplier shall process adjustments to individual awards (f) The Supplier shall provide a divorce valuation and pension sharing correspondence on receiving a valuation request or other correspondence from the Member; and (g) The Supplier shall process revisions to awards and issue new pay instructions to the Member and payroll team.						
P. 26	Retirement quotes (inclusive	A) The Supplier shall provide a retirement	where the request is made more than four (4) calendar months	M	SPI	Target	95%	

	of Ill Health retirement quotes)	quote on request directly from a member or directly from a Deferred Member. In instances of ill health: The Supplier shall provide an ill-health-retirement Quote on request from: a Member (supported by medical certificate from the Scheme Medical Adviser); or The Supplier shall provide an ill-health-retirement Quote on request from: a Member (supported by the relevant medical certificate); or an Employer (with or without the relevant medical certificate).	before Retirement Date, advise the Member that this will be undertaken no later than four (4) months before Retirement Date.					
P.14	Early leavers	The Supplier shall provide; a) each early leaver with less than two (2) years' service at LDS with all required information and options available to him or her. b) On receipt of a Validated decision from an early leaver with less than two (2) years'	a) Within five (5) days of receipt of a notification/request b) Within five (5) days of receipt of a notification/request	M	SPI	Target	95%	

		service, the Supplier shall action the early leaver's decision. If no Validated decision is made within six (6) months of notification of the options available the Supplier shall process a refund.						
P.19	Overpayments	a) The Supplier shall recover any overpayment from a Pensioner, having regard to Managing Public Money guidelines for recovery, write-off de minimis thresholds and overpayments policies (as agreed between the Supplier and the Authority from time to time). b) The Supplier shall notify the relevant Pensioner of an overpayment. c) The Supplier shall update the award with repayment details, when a repayment plan has been agreed with the Pensioner. d) If no response is received from the Pensioner, the Supplier shall follow the agreed reminder process. e) The Supplier shall escalate the overpayment to the Authority if the Pensioner has not	a) Within five (5) days of receipt of notification b) Within five (5) days of receipt of notification c) Within five (5) days of receipt of notification d) Within the agreed reminder process e) Within the agreed reminder process	M	SPI	Target	95%	

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		responded to any reminders to agree further actions.						
P.4 KPI.4	Quality	The Supplier shall respond to all correspondence and within the relevant qualitative measures	Qualitative measures will be assessed through right first time (RFT) measures and dip sampling as established in the administration specification.	M	KPI	Target	95%	0
						Minor	94.99-94%	1
						Serious	93.99-93%	3
						Severe	92.99-92%	7
						Threshold	<91.99%	11
P.21	General enquiries Enquiry Centre – Correspondence, Telephone calls and emails	a) The Supplier shall respond to general enquiries. b) The Supplier shall respond to emails. (c) The Supplier shall ensure that calls are answered on a timely basis. (d) The Supplier shall take action to resolve calls and general enquiries at the first point of contact. (e) The Supplier shall ensure that emails are handled on a timely basis.	a) Within five (5) working days b) Within five (5) working days c) Calls to be answered within sixty (60) seconds excluding those calls abandoned within the first ten (10) seconds. Percentage number of calls not answered (excluding those abandoned) within sixty (60) seconds. d) Helpline and other general enquiry line calls to be Resolved at the first point of contact. For the purposes of this PI8 (c) “Resolved” means the Supplier has: • taken all necessary actions to resolve the relevant enquiry; • no outstanding matters for it to deal with in relation to such enquiry; and • closed the enquiry summarising the actions taken by the Supplier to resolve the enquiry.	M	SPI	Target	95%	

			e) Emails to be acknowledged within twenty-four (24) hours of receipt of email enquiry.					
P.22	Handling customer general expressions of dissatisfaction (complaints)	a) The Supplier shall acknowledge a general expression of dissatisfaction (complaint). b) The Supplier shall respond substantively addressing all concerns. c) The Supplier shall provide support and information to the Authority in response to Parliamentary and Ministerial correspondence. d) The Supplier shall provide support and information to the Authority to respond to complaints or queries received directly by the Authority (e.g. FOIA and SAR requests request and other correspondence excluded by PI 30 (c)).	a) Within two (2) days of receiving the general expression of dissatisfaction (complaint). b) Within ten (10) days of receiving the general expression of dissatisfaction (complaint) or in the case of a complex complaint twenty (20) days of receiving the complaint. A complex complaint is a complaint where it is necessary for the Supplier to engage more than one administration function in order to respond substantively addressing all concerns. c) Within two (2) days of receiving the request, unless agreed otherwise by the Authority. d) Within five (5) days of receiving the request or, in the case of a FOIA and SAR request, such other period as the Authority may reasonably specify in accordance with paragraph 2.7.2 of Schedule 20 (Processing Data).	M Q	SPI	Target	95%	
P.23	Internal dispute resolution process (IDRP)	The Supplier shall follow IDRP as set out by the Authority to resolve disputes. (a) The Supplier shall acknowledge a dispute.	a) Within two (2) days of receiving the dispute. b) Within two (2) months from receiving the complaint. c) Five (5) days after receiving the request. d) quarterly report				95%	

		(b) The Supplier shall investigate the dispute and issue a formal stage-1 decision. c) The Supplier shall provide full and detailed information for stage 2 IDRP cases, and Pension Ombudsman complaints, on request from the Authority. d) Percentage of previous stage 1 decisions, reviewed at stage 2 in the period, by the Authority, that meet Regulatory and agreed quality standards and in line with the spirit of Pensions Ombudsman guidance (e.g. principle of treating customers fairly).						
P.5 KPI.5	Reporting	Monthly, Quarterly and Annual reporting conducted in the frequency and quality as defined within the Administration Specification.	The suppliers shall submit all reports on time and will be acceptable quality to MOJ	M	KPI	Target	95%	0
						Minor	94.99-94%	1
						Serious	93.99-93%	3
						Severe	92.99-92%	7
						Threshold	<91.99%	11

P.6 KPI.6	Social Value	• Education and Training • The supplier is to support education attainment of all individuals working on the MoJ JPS project. This could include but is not limited to workshop, training session, online courses, seminars, recognised qualifications.	• The supplier shall submit reports on ○ Title and length of learning intervention ○ Total hours spent by individuals participating in learning interventions. ○ Geographical region of individual learner	M	KPI	Target	95%	0
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Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within seven (7) Working Days of the end of each Service Period, the Supplier shall provide:
- (a) a report to the Buyer Authorised Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the “**Performance Monitoring Report**”) of this Part B; and
 - (b) a report which forecasts, on a rolling basis, the volumes of cases arising in respect of each of the Performance Indicators for the next six (6) Service Periods as more particularly described in Paragraph 1.3 (“**Rolling Case Volumes Forecast Report**”).

Performance Monitoring Report

- 1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous three (3) Measurement Periods;
- (b) a summary of all Performance Failures that occurred during the Service Period;
- (c) the severity level of each KPI Failure which occurred during the Service Period and whether each SPI Failure which occurred during the Service Period fell below the SPI Service Threshold;
- (d) which Performance Failures remain outstanding and progress in resolving them;
- (e) for any Material KPI Failures or Material SPI Failures occurring during the Service Period, the cause of the relevant KPI Failure or SPI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier’s progress in implementing that Rectification Plan;
- (g) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (h) the number of Service Points awarded in respect of each KPI Failure;
- (i) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;

- (j) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;
- (k) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- (l) such other details as the Buyer may reasonably require from time to time;
- (m) for each Key Performance Indicator and Subsidiary Performance Indicator, the volumes of cases arising within each Service Period;

Information in respect of previous Service Periods

- (n) a rolling total of the number of Performance Failures that have occurred over the past six (6) Service Periods;
- (o) the amount of Service Credits that have been incurred by the Supplier over the past six (6) Service Periods;
- (p) Performance Failures remaining outstanding from previous Service Periods and progress in resolving them; and
- (q) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan.

Rolling Case Volumes Forecast Report

1.3 The Supplier shall present the Rolling Case Volumes Forecast Report to the Buyer in the form of an online accessible dashboard and, as a minimum, the Rolling Case Volumes Forecast Report shall contain a summary of the Supplier's forecast volume of cases arising in respect of each Performance Indicator over the following six (6) Service Periods adjusted as applicable to reflect expected changes, including details of the following:

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the forecast volume of cases arising within each Service Period;
- (b) the total number of forecast cases arising for all Performance Indicators in each Service Period;
- (c) information and rationale to explain any material increase in the anticipated volume of cases for each Performance Indicator;
- (d) any re-allocation of Supplier resources to ensure continuity of the Service
- (e) relevant particulars of any aspects of the Supplier's performance which may affect the anticipated volumes of cases arising within each Service Period; and
- (f) such other details as the Buyer may reasonably require from time to time.

1.4 The Supplier shall:

- (a) carry out satisfaction surveys of key Stakeholders (including Members and Employers) in a form and at a frequency as agreed with the Buyer,

- a member satisfaction survey shall be conducted once per year as a minimum and as and when requested by the Buyer; and
 - (b) include the results of satisfaction surveys undertaken during the relevant Service Period in Judicial Pension Board Administration Committee administration reports.
- 1.5 The Performance Monitoring Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.6 of this Part B.
- 1.6 The Parties shall attend Performance Review Meetings ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- (a) take place within five (5) Working Days of the Performance Monitoring Report being issued by the Supplier;
 - (b) take place at such location and time (within normal business hours) as the Buyer shall reasonably require (unless otherwise agreed in advance); and
 - (c) be attended by the Supplier Authorised Representative and the Buyer Authorised Representative.
- 1.7 The Buyer shall be entitled to raise any additional questions and/or request any further information from the Supplier, to be provided within five (5) days of request, regarding any KPI Failure and/or SPI Failure.

PERFORMANCE VERIFICATION

- 1.8 The Buyer reserves the right to verify the Supplier's performance under this Agreement against the Performance Indicators.

SATISFACTION SURVEYS

- 1.9 In order to assess the level of performance of the Supplier, the Buyer may undertake its own satisfaction surveys (in addition to those undertaken by the Supplier) in respect of key Stakeholders (including Employers and Members) or various groups of key Stakeholders (each such survey a "**Satisfaction Survey**"). The subject matter of Satisfaction Surveys may include:
- (a) the assessment of the Supplier's performance by key Stakeholders against the agreed Key Performance Indicators and Subsidiary Performance Indicators; and/or
 - (b) other suggestions for improvements to the Services.
- 1.10 The Buyer may notify the Supplier of any aspects of its performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with the Contract.

VIRTUAL LIBRARY COMPLETENESS

- 1.11 The Virtual Library shall be complete where all of the information required under Schedule 30 (Exit Management) has been uploaded to the Virtual Library in accordance with that Schedule.

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 The Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of the Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first Contract Year shall be submitted by the Supplier to the Buyer for Approval within 6 Months of the Effective Date.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within 20 Working Days of receipt. If it is rejected then the Supplier shall, within 10 Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of the Contract.

- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into the Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation.
- 1.8 Once the first Continuous Improvement Plan is Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Contract Period of the Contract, the Supplier may make a proposal for gainshare in connection with any item in the Continuous Improvement Plan. If the Buyer (acting reasonably) deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented (via a request for Variation under paragraph 1.7) in accordance with an agreed gainshare ratio.

Schedule 12 (Benchmarking)

1. Definitions

1.1 In this Schedule 12, the following expressions have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule 12 sets out to ensure the Contract represents value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3, in which case the consequences of termination set out in Clause 14.5.1 apply.
- 2.3 Amounts payable under this Schedule 12 do not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.2 The Buyer shall not request a Benchmark Review during the first 6 Months after the Start Date or at intervals of less than 12 Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review is to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.4 The Deliverables to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.5 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within 10 Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within 20 days of the initial request for Benchmark review then a benchmarker will be selected by the Chartered Institute of Financial Accountants.
- 3.1.6 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;

- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, may use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within 10 Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the benchmarker's professional judgment using:
 - (A) information from other service providers to the Buyer;
 - (B) survey information;
 - (C) information from "in-house" providers to the Buyer to the extent that the benchmarker considers that they are valid comparators;
 - (D) market intelligence;
 - (E) the benchmarker's own data and experience;
 - (F) relevant published information; and
 - (G) pursuant to Paragraph 3.2.6, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile; and
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier shall use its reasonable

endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates; and
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule 12 **"Benchmarking Report"** means the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule 12;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall:
- (a) Include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 Any changes required to the Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 28 (Changing the contract) save that such changes to the Contract will not be implemented where the Supplier can demonstrate that the changes would reduce the Supplier's profit component of the Core Charges to below that applying to the Core Charges as at the Service Commencement Date.

Schedule 13 (Contract Management)

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Contract Management Review Meeting"	the board established in accordance with Paragraph 4.1 of this Schedule;
"Contract Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;
"Progress Board"	the board established in accordance with Paragraph 4.1 of this Schedule;

2. Contract Management

- 2.1 The Supplier and the Buyer shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier Contract Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his/her position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to this Contract and it will be the Supplier Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3 Receipt of communication from the Supplier Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Role of The Contract Management Review Meeting and Progress Board

- 4.1 The Contract Management Review Meeting and Progress Board shall be established by the Buyer for the purposes of this Contract on each of which the Supplier and the Buyer shall be represented.
- 4.2 The Contract Management Review Meeting and Progress Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members on either Board, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Contract Management Review Meeting or Progress Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Contract Management Review Meeting and Progress Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes and controls for:
 - 5.2.1 the identification and management of risks including but not limited to the calculation and payment of pensions, Scheme finances and security;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register and controls of the risks relating to this Contract which the Buyer and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

1.Contract Management Review Meeting

- 5.5 The Contract Management Review Meeting shall have the following membership:
 - 5.5.1 The Buyer Contract Manager who shall be: [REDACTED]
 - 5.5.2 The Supplier Contract Manager who shall be: [REDACTED]
 - 5.5.3 Such other members as the Buyer may request.
- 5.6 The Contract Management Review Meeting shall meet not less than monthly.
- 5.7 The Contract Management Review Meeting shall be quorate if the Buyer Contract Manager and Supplier Contract Manager are in attendance.
- 5.8 The Contract Management Review Meeting shall meet at locations nominated by the Buyer which may be remote.
- 5.9 Such meetings of the Contract Management Review Meeting shall be minuted by the Buyer Contract Manager and copies of these minutes shall be circulated to both Parties.
- 5.10 The Contract Management Review Meeting shall have the following terms of reference:
 - 5.10.1 to co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services;
 - 5.10.2 to monitor and review the performance of the Contract including:
 - a)the Supplier's performance against the Key Performance Indicators and Subsidiary Performance Indicators from the Service Commencement Date;
 - b)the completion of Project Work Milestones or delivery of Project Work Deliverables for any Project Work;
 - c)Satisfaction Surveys of key Stakeholders (including Employers and Members) in accordance with Schedule 10;
 - d)the status and any outstanding processes under any Rectification Plan in accordance with Schedule 10, Part B of this Contract,
 - 5.10.3 to assess and update the risk register and controls held under paragraph 5.4 of this Schedule;
 - 5.10.4 to update the Buyer on any information of significance to the provision of the Services;
 - 5.10.5 to discuss any issues arising between the Parties with a view to avoiding or resolving any potential disputes; and

- 5.10.6 to report to the Progress Board.
- 5.11 Without prejudice to any other reports required under this Contract, in advance of each meeting the Supplier shall:
 - 5.11.1 from the Service Commencement Date, provide the Buyer with the Performance Monitoring Report in accordance with Schedule 10, Part B of this Contract; and
 - 5.11.2 notify the Buyer of any matters that may become a Buyer Cause in accordance with Clause 5 or pause the PI Clock Time in accordance with Schedule 10, Part B of this Contract.
- 5.12 In advance of each meeting the Supplier shall notify the Supplier of any concerns it has regarding the performance of the agreement for discussion at the meeting.

1. Progress Board

- 1.1 The Progress Board shall have the following membership:
 - 1.1.1 A director or senior officer of the Buyer who shall be: [REDACTED]
 - 1.1.2 A director or senior officer of the Supplier who shall be: [REDACTED]
 - 1.1.3 The Buyer Contract Manager;
 - 1.1.4 The Supplier Contract Manager; and
 - 1.1.5 Such other members as the Parties shall agree.
- 1.2 The Progress Board shall meet not less than quarterly.
- 1.3 The Progress Board shall be quorate if the Buyer and Supplier directors or senior officers (or their delegates with the prior approval of the Buyer) are in attendance.
- 1.4 The Progress Board shall meet at locations nominated by the Buyer which may be remote.
- 1.5 Such meetings of the Progress Board shall be minuted by a representative of the Supplier and copies of these minutes shall be circulated to both Parties.
- 1.6 The Progress Board shall have the following terms of reference:
 - 1.6.1 to review the minutes and reports of the Contract Management Review Meeting;
 - 1.6.2 to review the provision of the Services and address at a senior level any problems that arise in connection with the Services including matters escalated from the Contract Management Review Meeting;
 - 1.6.3 to discuss strategic and overarching issues relating to the delivery of the Services including:
 - a) delivery against the Scheme Specific Objectives;
 - b) Scheme data, trends, and experiences, and what impact they potentially hold for future strategy;

- c) emerging practices and issues affecting the pensions industry, public service, other pension schemes, and the Justice sector to identify opportunities, risks, and issues;
 - d) insight and analysis which covers both known developments and potential developments (horizon scanning);
 - e) any other issues of relevance to the strategic direction of the Scheme,
- 1.6.4 to monitor and review the performance of the Contract including:
 - a) the Supplier's performance against the Key Performance Indicators and Subsidiary Performance Indicators from the Service Commencement Date;
 - b) the completion of Project Work Milestones or delivery of Project Work Deliverables for any Project Work;
 - c) Satisfaction Surveys of key Stakeholders (including Employers and Members) in accordance with Schedule 10;
 - d) the status and any outstanding processes under any Rectification Plan in accordance with Schedule 10, Part B of this Contract,
 - e) any other relevant matters which the Buyer may wish to discuss,
- 1.6.5 to review the risk register and controls held under paragraph 5.4 of this Schedule.

2. Increased Contract Management

- 2.1 The Buyer may increase the extent to which it monitors the performance of the Services if the Supplier fails to meet the KPIs or fails to fulfil its other obligations under this Contract. The Buyer shall give the Supplier prior notification of its intention to increase the level of its monitoring. The Supplier shall bear its own costs in complying with such enhanced monitoring as is conducted by the Buyer pursuant.
- 2.2 The Supplier shall submit any other management reports to the Buyer in the form and at the interval specified in this Contract.

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Outline BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule,

2. BCDR Plan

- 2.1 At least three (3) months prior to the Service Commencement Date, the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a high level BCDR Plan ("**Outline BCDR Plan**"). On or before the Service Commencement Date, the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a detailed update to the Outline BCDR Plan including a full testing plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2 the recovery of the Deliverables in the event of a Disaster.
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;
 - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9 identify the procedures for reverting to "normal service";

- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

- 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

- 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan prior to the Service Commencement Date and thereafter:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 16 (Security)

Part B: Long Form Security Requirements

1. Definitions

- 1.1 In this Schedule the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Breach of Security"	means the occurrence of: (a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 3.4.3(d);
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

- 2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.2.1 [REDACTED]
- 2.2.2 [REDACTED]

- 2.3 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.4 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times other than in relation to Government Data which is licenced by the Supplier.
- 2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.7 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Effective Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that:
 - 3.3.1 If the Buyer has not stipulated that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
 - 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's

- Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
- 3.4.2 meet the relevant standards in ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC27002, in accordance with Paragraph 7;
- 3.4.3 at all times provide a level of security which:
- (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) where specified by a Buyer, complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure
(<https://www.cpni.gov.uk>)
 - (g) complies with HMG Information Assurance Maturity Model and Assurance Framework
(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
 - (h) complies with the 14 Cloud Security Principles
(<https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>). The Supplier must document how the ISMS complies with these principles, and provide this documentation upon request by the Buyer;
 - (i) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - (j) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - (k) complies with ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Effective Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
 - 4.2.1 comply in all respects with Sections 9 and 10 of the Specification at Schedule 2;
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with Paragraph 3.4.3(d), the Security Policy;

- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, "platform as a service" offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Effective Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC 27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged

in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However, any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 where required in accordance with Paragraph 3.4.3(d), any changes to the Security Policy and/or the ICT Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.

- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable

agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a Material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or the Security Policy where such compliance is required in accordance with Paragraph 3.4.3(d).
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;

- (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Levels the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as "Critical", "Important" and "Other" by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
 - 9.2.1 the "National Vulnerability Database" "Vulnerability Severity Ratings": "High", "Medium" and "Low" respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

- 9.2.2 Microsoft's "Security Bulletin Severity Rating System" ratings "Critical", "Important", and the two remaining levels ("Moderate" and "Low") respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as "Critical" within fourteen (14) days of release, "Important" within thirty (30) days of release and all "Other" within sixty (60) Working Days of release, except where:
 - 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a "Critical" or "Important" security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of five (5) days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Implementation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within six (6) Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the "n-1 version") throughout the Term unless:
 - 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within twelve (12) Months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
 - 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent CrownBody;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT

- Environment by actively monitoring the threat landscape during the Contract Period;
- 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9.5, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1: Baseline security requirements

1. Handling Classified information

The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("**NCSC**") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("**CPA**").
- 2.2 Other than in relation to Government Data which is licenced by the Supplier, devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 18 (Data protection).
- 3.3 The Supplier shall:
 - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers.

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the "principle of least privilege" (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as "SC") including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure

information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the "principle of least privilege", users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least six (6) Months.

Part B – Annex 2: Security Management Plan

Security Management Plan Template

This is an example policy. Please ensure you update this policy template so that it's suitable for your organisation.

Introduction

We're committed to maintaining the security and wellbeing of our staff, service users, partners and the surrounding community. Our Security Management Plan is but one aspect of our overall workplace safety efforts. Together, these efforts span personnel, information and asset security and include training and education activities to help ensure our programs' success.

Responsibility for this program has been vested in by <Organisation> management. Your cooperation with these efforts will help us all maintain a program that accomplishes all of its goals.

We take specific actions toward identifying security-related threats from cyber crime to workplace violence. You (employees) can expand these efforts by reporting concerns and any security breaches immediately.

Your ongoing knowledge and cooperation as well as participation with the Security Management Plans' efforts will be appreciated, and again, help ensure its success.

Thank you, <NAME> <POSITION>.

Signed by

Compliance with Applicable Laws, Regulations, and Standards

There are various laws, regulations, and standards that apply to our organisation. We are committed to comply with these.

Details can be found in the following documents [Examples Data Protection Policy and Confidentiality Policy](#)

Information Security Policy

Our organisation has an Information Security Policy that is:

- supported by management
- reinforced by basic information security principles regarding:
 - confidentiality
 - integrity
 - availability
 - regulatory obligations

Details can be found in the following documents: Information Security Policy, [Examples Data Protection Policy and Confidentiality Policy](#)

Management Commitment and Responsibilities

Management commitment and responsibilities include:

- Program management
- Program review and updates
- Development of a review team if hazards are identified, or for deployment after an event to assist in its review
- Assisting with training
- Enforcing disciplinary actions as needed
- Interaction and assistance with regulatory agencies

Details can be found in the following document: [Examples Information Security Policy](#)

Risk Assessment and Analysis

We will perform:

- Frequent Risk and/or Vulnerability Assessments
- Business impact analyses
- Both Personal and Physical Risk Assessments

Security risk assessments will be conducted as we become aware of new or potential threats.

[We have complied with Cyber Essentials and gained Cyber Essentials Plus Certification.](#)

The latest penetration test was performed on [date](#). We will maintain our annual Cyber Essentials Plus Certification, and regular penetration tests.

Also see [Examples Information Security Policy](#)

Asset Management and Recording

We have a current list of information security assets (i.e., an Asset Register) including details of who is responsible for them.

Details can be found in our [Examples Equipment Log or Asset Register](#).

Also see [Examples Information Security Policy](#)

Communications

We ensure secure communications by using [Antimalware/anti virus e.g. Barracuda Sentinel](#) (Note: be specific with which version). This uses the following features (e.g. [DMARC "Domain-based Message Authentication, Reporting & Conformance"](#), which ensures email authentication and a reporting protocol). We also use [Examples Office 365](#) which secures emails using TLS (Transport Layer Security). Communications "in transit" are over an encrypted channel from MS cloud, "at rest" and when stored, data is on encrypted Microsoft Cloud servers. Communications are not stored on premises. Phones don't store data.

Also see [Examples Information Security Policy](#)

Access Control

We have policies that enforce Access Control principles.

Details can be found in the following document: [Examples Security Access Control Policy](#)

Also see [Information Security Policy](#)

Information Systems Protection

We have taken steps to protect data in whatever form it may take including being bound to the GDPR and Data Protection guiding principles as evidenced by our CE+ certificate.

Details can be found in the following documents: [Examples Data Protection Policy](#) and [Working from Home Policy](#)

Also see [Information Security Policy](#)

Preparedness & Recovery

We have Procedures in place to ensure the continuation of services after a critical incident (e.g., including everything from evacuation plans to backing up servers).

Details can be found in the following document [Examples Business Continuity Policy](#)

Also see [Information Security Policy](#)

Data Classification

We classify data based on the data's sensitivity (i.e., Data Labels, Data Handling, Data Access levels).

Details can be found in the following document: [Examples Information Security Policy](#)

Incident Response

During an incident we work through and manage an up-to-date contacts list and also a checklist of responsibilities until the incident is over.

We have a post incident requirement to review any 'lessons learnt' that may help to reduce the possibility of such an incident happening again.

Details can be found in the following documents: [Examples](#) [Personal Data Breach Policy](#)

Also see [Information Security Policy](#)

Human Resources Security Processes

We have HR processes that cover;

- pre-employment checks
- employee screening
- termination of employment

Details can be found in the following documents: [Examples](#) [Recruitment and Selection Policy](#)

Training & Awareness

We have a training program that ensured all staff are aware, understand and comply with the policies and procedures covered by this Security Management Plan.

We employ best practices for teaching security training (e.g., create strong passwords, don't open suspicious emails, give hackers fewer opportunities to hack a system).

Details can be found in the following documents: [Examples](#) [Data Protection Policy](#), [Training Register](#), [Security Access Control Policy](#)

Also see [Information Security Policy](#)

Supplementary Information

Proactive Measures in Security Management

We are proactive in preventing security incidents by using such measures as:

[Examples](#) [Barracuda Sentinel](#) and [AVAST anti-virus](#), [Cloud 2 Cloud backup](#), [Unifi gateway](#).

Teach Best Security Practices

We employ best practices for teaching security training. Specifically, staff are trained in GDPR and Data Privacy, Understanding Phishing Signs, creating strong passwords, recognising suspicious emails and ways to give hackers fewer opportunities to hack the system.

Intrusion Prevention System (IPS)

We employ technology that helps to detect or prevent unauthorised access to the network. Specifically: [Examples](#) [Unifi Gateway](#), [Firewall at the perimeter of the office network that is controlled by our IT provider](#), [Barracuda Sentinel](#) and [AVAST anti-virus](#).

Updates and Patches

All IT equipment automatically downloads all updates to ensure the latest security which is managed by **Examples our IT Support Provider.**

Employees' End User Device Permissions

We have controls in place that prevent the end user from downloading harmful content onto the system. Specifically: **Examples All devices have had autorun disabled and local administrative access restricted, and AVAST anti-virus is real time protection managed by our IT Support Provider).**

Review of this policy: this will be reviewed annually by the Director.

Next review date: **<DATE>**

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

- 1.1 In this Schedule the following words have the following meanings and supplement Schedule:

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview ;
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Award Form;
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the Start Date, the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph 2.1 it is prohibited from commencing the provision of Deliverables until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period the Supplier shall deliver to the Buyer evidence

- of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data the Supplier shall deliver to the Buyer evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.
- 2.4 If the Supplier does not comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer may terminate the Contract for Material Default and the consequences of termination in Clause 14.5.1 shall apply.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Scheme Data require the Subcontractor to provide a valid Cyber Essentials Certificate, at the equivalent level to that held by the Supplier. The Supplier cannot require the Subcontractor to commence the provision of Deliverables under the Sub-Contract until the Subcontractor has evidenced to the Supplier that it holds a valid Cyber Essentials Certificate.
- 2.6 The Supplier must manage, and must ensure that all Subcontractors manage, all end-user devices used by the Supplier and the Subcontractor on which Cyber Essentials Scheme Data is processed by ensuring those devices are within the scope of the current Cyber Essentials Certificates held by the Supplier and the Subcontractor, or any ISO/IEC 27001 (at least ISO/IEC 27001:2013) certification issued by a UKAS-approved certification body, where the scope of that certification includes the Deliverables.
- 2.7 This Schedule 19 shall survive termination or expiry of the Contract.

Schedule 20 (Processing Data)

1. Status of the Controller

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:

1.1.1 "Controller" in respect of the other Party who is "Processor";

1.1.2 "Processor" in respect of the other Party who is "Controller";

1.1.3 "Joint Controller" with the other Party;

1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

2. Where one Party is Controller and the other Party its Processor

2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller and may not be determined by the Processor.

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

2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;

2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;

2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

2.4.1 process that Personal Data only in accordance with Annex 1 (Processing Personal Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 18.4, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
- (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures.
- 2.4.3 ensure that:
- (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 18 (Data protection), 19 (What you must keep confidential) and 20 (When you can share information);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

- (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;
 - (d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.
- 2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to Paragraph 2.6, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.5.2 receives a request to rectify, block or erase any Personal Data;
 - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 2.5.6 becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 includes the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- 2.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 2.8.1 the Controller determines that the Processing is not occasional;
 - 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:
- 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 2.11.2 obtain the written consent of the Controller;
 - 2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Parties shall take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

3. Where the Parties are Joint Controllers of Personal Data

If the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (Joint Controller Agreement) to this Schedule 20.

4. Independent Controllers of Personal Data

- 4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 4.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

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

- 4.5.1 to the extent necessary to perform their respective obligations under the Contract;
- 4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);
- 4.5.3 where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or
 - (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the "**IDTA**") as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A (1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs,
as well as any additional measures determined by the Controller being implemented by the importing party;
 - (c) the Data Subject has enforceable rights and effective legal remedies;

- (d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

4.5.4 where it has recorded it in Annex 1.

- 4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 4.7 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party on reasonable request.
- 4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
 - 4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - 4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (a) promptly, and in any event within 5 Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- 4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
 - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1.
- 4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1.
- 4.12 Notwithstanding the general application of Paragraphs 2.1 to 2.14 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 4.2 to 4.12.

5. Processing for law enforcement purposes

- 5.1 In relation to Law Enforcement Processing, the Supplier shall:
- 5.1.1 maintain logs for its automated Processing operations in respect of:
 - (a) collection;
 - (b) alteration;
 - (c) consultation;
 - (d) disclosure (including transfers);
 - (e) combination; and
 - (f) erasure(together the "**Logs**");
 - 5.1.2 ensure that:
 - (a) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and

- as far as possible, the identity of the person who consulted the data;
 - (b) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
 - (c) the Logs are made available to the Information Commissioner on request
- 5.1.3 use the Logs only to:
 - (a) verify the lawfulness of Processing;
 - (b) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
 - (c) ensure the integrity of Personal Data; and
 - (d) assist with criminal proceedings
- 5.1.4 as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and
- 5.1.5 where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:
 - (a) persons suspected of having committed or being about to commit a criminal offence;
 - (b) persons convicted of a criminal offence;
 - (c) persons who are or maybe victims of a criminal offence; and
 - (d) witnesses or other persons with information about offences.

Annex 1 - Processing Personal Data

1. This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex is with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are:

Ministry of Justice Data Protection Officer,
Ministry of Justice
Post point 10.38
102 Petty France
London
SW1H 9AJ
Email: dpo@justice.gov.uk

- 1.2 The contact details of the Supplier's Data Protection Officer are:

[REDACTED]
Email: [REDACTED]
Telephone: [REDACTED]

- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
 - 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: - All Personal Data held for the administration of the Judicial Pension Scheme (JPS) The Supplier is Controller and the Buyer is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Paragraph 2 of the following Personal Data: - N/A The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:

Description	Details
	• N/A The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Personally identifiable information of Supplier Personnel for which the Supplier is the Controller • Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller
Subject matter of the Processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to administer on the Controller's behalf the Judicial Pension Scheme
Duration of the Processing	The Term of the Contract including implementation and the exit transition
Nature and purposes of the Processing	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purposes of the Processing are: • administration and payment of member retirement benefits (including Additional Voluntary Contributions, Judicial Added Years etc); • determining service award and commutation supplement payments; • consideration of ill-health retirement; • consideration of death benefit claims; • verification by the Scheme Actuary of calculations of pension benefits; • audit of pension scheme accounts by Scheme Auditor;

Description	Details
	• member communications (including Annual Benefit Statements and Internal Dispute Resolution); and • benefit design of the JPS (or review thereof).
Type of Personal Data being Processed	Any information about a living individual that can be used to identify them. It includes • identifiers such as Name, Date of Birth, as well as personal characteristics such as Gender and Ethnic Group. • It may also include what are known as special categories of personal data. This is information concerning: - race; - religion; - genetics; - biometric (where used for ID purposes); - health; - sex life; or - sexual orientation. Identification can be by the information alone or in conjunction with any other information in the Buyer's possession
Categories of Data Subject	Members of the JPS including eligible non-members, deferred members, credit members JPS pensioners Beneficiaries of the JPS including surviving spouses and dependants Employer staff (including volunteers, agents, and temporary workers)
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	As set out in the Specification in Schedule 2 The Supplier shall conform to the National Cyber Security Centre HMG Infosec Standard 5, HMG standard IA5 and MoJ policy. The Buyer also requires the Supplier to comply with the following standards, or their successors if appropriate, to be met when the system is decommissioned, and data is deleted. • Secure sanitisation of storage media - NCSC.GOV.UK Reviewed September 2020

Description	Details
	- Acquiring, managing, and disposing of network devices - NCSC.GOV.UK Reviewed September 2016. - Office 365 Data Destruction - Microsoft Docs February 2020. - NIST Special Publication 800-88 Rev 1: Guidelines for Media Sanitization February 2015 - Cloud security guidance November 2018 - End user device (EUD) security guidance November 2018 - Information Commissioner's Office Deleting your data from computers, laptops, and other devices - BS ISO/IEC 27002:2013
Locations at which the Supplier and/or its Sub-contractors process Personal Data under the Contract and international transfers and legal gateway	
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed	As set out in the Specification in Schedule 2

Description	Details
under the Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	

Schedule 21 (Variation Form)

This form is to be used in order to change the Contract in accordance with Clause 28.

Contract Details		
This variation is between:	The Lord Chancellor acting as part of the Crown whose offices are at 102 Petty France, London SW1H 9AJ ("the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	Contract in relation to the Judicial Pension Scheme Administration ("this Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	The Contract is varied as follows: [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer.
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Effective Date in respect of those Insurances set out in the Annex and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be maintained for at least 6 years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of the Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which

would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may (but shall not be obliged) following written notice to the Supplier purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

The Supplier shall upon the Effective Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule 22.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Schedule 22.
- 5.2 Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or the Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule 22, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule 22.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. If the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within 20 Working Days after any insurance claim in excess of £100,000 (one hundred thousand pounds) relating to or arising out of the provision of the Deliverables or the Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier is not entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of the Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. Insured

The Supplier

2. Interest

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

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

2.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with the Contract.

3. Limit of indemnity

3.1 Not less than £20,000,000 (twenty million pounds) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £20,000,000 (twenty million pounds) in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

4. Territorial limits

United Kingdom

5. Period of insurance

5.1 For the Contract Period and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

6. Cover features and extensions

6.1 Indemnity to principals clause under which the Buyer is indemnified in respect of claims made against the Buyer in respect of death or bodily injury

or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

- 6.2 Data protection legislation
- 6.3 Legal defence costs in addition to the limit of indemnity
- 6.4 Contingent motor vehicle liability
- 6.5 Health & Safety at Work Act(s) clause
- 6.6 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007

7. Principal exclusions

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

8. Maximum deductible threshold

Not to exceed £[REDACTED] for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: UNITED KINGDOM COMPULSORY INSURANCES

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

PART C: ADDITIONAL INSURANCES

1. PROFESSIONAL INDEMNITY INSURANCE

1.1 Insured

1.1.1 The Supplier

1.2 Interest

1.2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay (whether contractually or otherwise) as damages, including claimant's costs and expenses, as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising out of or in connection with the provision of professional advice and/or services in connection with this Contract.

1.3 Limit of indemnity

1.3.1 Not less than ten million pounds (£10,000,000) in respect of any one claim and in the aggregate per annum. Where any limit is provided in the annual aggregate, Clause 5.1 of Schedule 22 shall apply.

1.4 Territorial limits

1.4.1 United Kingdom (or worldwide, where applicable)

1.5 Period of insurance

1.5.1 From the date of this Contract for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing and a period of six (6) years following the earlier of the expiry or termination of this Contract.

1.6 Cover features and extensions

1.6.1 Retroactive cover to apply to any "claims made policy wording" in respect of the Contract or retroactive date to be no later than the Commencement Date of the Contract.

1.7 Principal exclusions

1.7.1 War and related perils.

1.7.2 Nuclear and radioactive risks.

1.8 Maximum deductible threshold

1.8.1 Not to exceed £[REDACTED] each and every claim.

2. CRIME INSURANCE

2.1 Insured

2.1.1 The Supplier

2.2 Interest

2.2.1 To indemnify the Authority in respect of a direct financial loss sustained by the Authority resulting from either;

- (a) Fraud or dishonesty committed by an employee of the Insured acting alone or in collusion with others; or
- (b) a fraudulent act committed by any other person that is not a director, officer, partner, trustee or employee of the Insured;
- (c) which is committed with the principal intent to cause the Insured sustain such loss and is first discovered by the Insured during the Period of insurance.

2.3 Limit of indemnity

- 2.3.1 Not less than five million (£5,000,000) in respect of any one occurrence and in the annual aggregate. Where any limit is provided in the annual aggregate, Clause 5.1 of Schedule 22 shall apply.

2.4 Territorial limits

- 2.4.1 United Kingdom

2.5 Period of insurance

- 2.5.1 From the date of this Contract and for the duration of this Contract renewable on an annual basis unless agreed otherwise by the parties and a period of six (6) years following the expiry or termination of this Contract whichever occurs earlier.

2.6 Principal Cover Features and Extensions

- 2.6.1 Retroactive cover from the date of this Contract or retroactive date no later than the date of this Contract Legal defence costs
- 2.6.2 Money or securities belonging to any other individual or organisation that is not the Insured but is in the care custody and control of the Insured
- 2.6.3 Extortion or kidnap and ransom
- 2.6.4 Legal fees
- 2.6.5 Fees of investigative specialists
- 2.6.6 Cost of rewriting or amending the software programmes or systems of the Insured.
- 2.6.7 Physical loss damage or destruction of money or securities, including damage to safes or vaults
- 2.6.8 Theft of money or securities, including whilst in transit and whilst in the care, custody and control of a security company
- 2.6.9 Pre loss consultant services

2.7 Principal exclusions

- 2.7.1 War and related perils.

- 2.7.2 Nuclear and radioactive risks.
- 2.7.3 Consequential loss
- 2.7.4 Credit risks
- 2.7.5 Acts of directors, partners or major shareholders of the Insured.
- 2.7.6 Fines, penalties or damages
- 2.7.7 Loss sustained after knowledge
- 2.7.8 Physical loss destruction or damage of the premises of the Insured
- 2.7.9 Proprietary information, trade secrets and intellectual property
- 2.7.10 Voluntary exchange or purchase
- 2.8 Maximum deductible threshold
 - 2.8.1 Not to exceed £[REDACTED] for each and every third party property damage claim (personal injury claims to be paid in full).

Schedule 23 (Guarantee)

1. Definitions

In this Schedule, the following words have the following meanings and supplement Schedule 1:

"Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in the Annex; and
"Guarantor"	the person acceptable to a Buyer to give a Guarantee.

2. Guarantee

- 2.1 Where the Buyer has notified the Supplier that the award of the Contract by the Buyer is conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Contract, as a condition for the award of the Contract, the Supplier shall deliver to the Buyer:
- 2.1.1 an executed Guarantee from a Guarantor; and
 - 2.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 2.2 Where a Buyer has procured a Guarantee from the Supplier under Paragraph 2.1, the Buyer may terminate the Contract for Material Default where:
- 2.2.1 the Guarantor withdraws the Guarantee for any reason whatsoever;
 - 2.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
 - 2.2.3 an Insolvency Event occurs in respect of the Guarantor;
 - 2.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
 - 2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;
 - 2.2.6 and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer,
- and the consequences of termination set out in Clause 14.5.1 apply.

Annex 1 – Form of Guarantee

3173 Limited

- AND -

The Lord Chancellor acting as part of the Crown

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of August 2025

PROVIDED BY:

3173 Limited a company incorporated in Northern Ireland with number NI055847 whose registered office is at Linen Loft, Adelaide Street, Belfast, Northern Ireland, BT2 8FE ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

"Beneficiary(s)"	means the Buyer under the Contract, The Lord Chancellor acting as part of the Crown whose offices are at 102 Petty France, London, SW1H 9AJ and "Beneficiaries" shall be construed accordingly;
"Goods"	has the meaning given to it in this Contract;
"Guaranteed Agreement"	means the contract with Contract Reference 25332 for the Goods and/or Services dated on or about the date hereof made between the Beneficiary and the Supplier;
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

"Services"	has the meaning given to it in the Contract;
"Supplier"	means Spence & Partners Limited, Linen Loft, Adelaide Street, Belfast, Northern Ireland, BT2 8FE, registered company number NI037760

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

Linen Loft, Adelaide Street, Belfast, Northern Ireland, BT2 8FE

Facsimilie Number – 0289 041 2001

For the Attention of The Company Secretary

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial

performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary may exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the Default by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other Default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary is not obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary is conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to

liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5, the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any Default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

- 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
 - 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in

evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it is governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 16.5 The Guarantor hereby irrevocably designates, appoints and empowers the Supplier at its registered office from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

3173 Limited acting by **[Insert/print names]**

Director

Director/Secretary/

Witness

Schedule 24 (Financial Difficulties)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Applicable Financial Indicators"	means the financial indicators from Part C of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of Annex 3;
"Credit Rating Threshold"	the minimum credit rating level for each entity in the FDE Group as set out in Part A of Annex 2;
"Credit Reference Agencies"	the credit reference agencies listed in Part B of Annex 1;
"Credit Score Notification Trigger"	the minimum size of any downgrade in a credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification Trigger Event;
"Credit Score Notification Trigger Event"	any downgrade of a credit score which is equal to or greater than the Credit Score Notification Trigger;
"Credit Score Threshold"	the minimum credit score level for each entity in the FDE Group as set out in Part B of Annex 2;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
"Financial Indicators"	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Part C of Annex 2; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Part C of Annex 2;
"Primary Metric"	financial indicators pursuant to Paragraph 5.4

"Monitored Supplier"	those entities specified in Part B of Annex 3; and
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2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive under this Contract until the termination or expiry of this Contract.

3. Not Used

4. Credit Scores

- 4.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the credit scores issued for each entity in the FDE Group by each of the Credit Reference Agencies are as set out in Part B of Annex 2.
- 4.2 The Supplier shall:
 - 4.2.1 regularly monitor the credit scores of each entity in the FDE Group with the Credit Reference Agencies; and
 - 4.2.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any Credit Score Notification Trigger Event for any entity in the FDE Group (and in any event within five (5) Working Days).
- 4.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit score is the Primary Metric, the credit score of an FDE Group entity shall be deemed to have dropped below the applicable Credit Score Threshold if any of the Credit Reference Agencies have given a credit score for that FDE Group entity which is below the applicable Credit Score Threshold.

5. Financial Indicators

- 5.1 The Supplier shall monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Part C of Annex 2 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the accounting reference date
- 5.2 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: *Standard Financial Ratios of Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers – May 2021* (as amended,

supplemented or replaced from time to time) which as at the Effective Date can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf

- 5.3 Each report submitted by the Supplier pursuant to Paragraph 5.1 shall:
- 5.3.1 be a single report with separate sections for each of the FDE Group entities;
 - 5.3.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 5.3.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
 - 5.3.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 5.3.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.
- 5.4 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if financial indicators are the Primary Metric, the Financial Indicator of an FDE Group entity shall be deemed to have dropped below the applicable Financial Target Threshold if:
- 5.4.1 a report submitted by the Supplier pursuant to Paragraph 5.1 shows that any FDE Group entity has failed to meet or exceed the Financial Target Threshold for any one of the Financial Indicators set out in Part C of Annex 2 of this Schedule;
 - 5.4.2 a report submitted by the Supplier pursuant to Paragraph 5.1 does not comply with the requirements set out in Paragraph 5.3; or
 - 5.4.3 the Supplier does not deliver a report pursuant to Paragraph 5.3 in accordance with the applicable monitoring and reporting frequency.

6. What happens if there is a financial distress event

- 6.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of

the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

6.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 6.4 to 6.6.

6.3 Not Used.

6.4 The Supplier shall (and shall procure that each Additional FDE Group Member shall):

6.4.1 at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of this Contract and delivery of the Deliverables in accordance this Contract; and

6.4.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 6.4.1) that the Financial Distress Event could impact on the continued performance of this Contract and delivery of the Deliverables in accordance with this Contract:

- (a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
- (b) use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
- (c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.

6.5 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:

6.5.1 Approved;

- 6.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or
 - 6.5.3 finally rejected by the Buyer.
- 6.6 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
 - 6.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance this Contract and delivery of the Deliverables in accordance with this Contract;
 - 6.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 6.6.1 to the Buyer;
 - 6.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 6.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 6.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 6.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 6.6.

7. When the Buyer can terminate for financial distress

- 7.1 The Buyer shall be entitled to terminate this Contract for Material Default if:
 - 7.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 6.1;
 - 7.1.2 the Supplier fails to comply with any part of Paragraph 6.4;
 - 7.1.3 subject to Paragraph 7.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.5.3;
 - 7.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet

within 28 days of the date of the notice of referral pursuant to Paragraph 6.5.2;

- 7.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 6.5.2; and/or
- 7.1.6 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.6.4,

and the consequences of termination in Clause 14.5.1 shall apply.

- 7.2 A Material Default may only occur under Paragraph 7.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

8. What happens If your Primary Metric is still good

Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 6, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:

- 8.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 6.4 to 6.6; and
- 8.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 6.4.2(c)).

ANNEX 1: RATING AGENCIES AND CREDIT REFERENCE AGENCIES

Part A: Not Used

Part B: Credit Reference Agencies

Dun & Bradstreet

Equifax

Experian

Company Watch

ANNEX 2: CREDIT RATINGS, CREDIT SCORES AND FINANCIAL INDICATORS**Part A: Not Used****Part B: Credit Score**

Entity	Credit score (Company Watch)	Credit Score Notification Trigger	Credit Score Threshold
Supplier	■/100	50%	25/100
Guarantor	■/100	50%	25/100

Part C: Financial Indicators

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency
1 Operating Margin	<i>Operating Margin = Operating Profit / Revenue</i>	> 5%	Default position set out in Paragraph 5.1
2 Net Debt to EBITDA Ratio	<i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>	<3.5 times	Default position set out in Paragraph 5.1
3 Acid Ratio	<i>Acid Ratio = (Current Assets – Inventories) / Current Liabilities</i>	>0.8 times	Default position set out in Paragraph 5.1
4 Turnover Ratio	<i>Turnover Ratio = Annual Revenue / Expected Annual Contract Value</i>	>1.5 times	Default position set out in Paragraph 5.1

Key: ¹ – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

ANNEX 3 – ADDITIONAL FDE GROUP MEMBERS AND MONITORED SUPPLIERS

Part A: Additional FDE Group Members

1. Guarantor

Part B: Monitored Suppliers

Entity Name	Company Number	Applicable Financial Indicators (these are the Financial Indicators from the table in Part C of Annex 2 which are to apply to the Monitored Suppliers)
N/A		

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Notifiable Default:			
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by Buyer:		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Notifiable Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Notifiable Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Notifiable Default	[X] Working Days		
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	

	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

“Waste Hierarchy”	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (b) Preparing for re-use; (c) Recycling; (d) Other Recovery; and (e) Disposal.
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Part A

1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

- 1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

- () equality of opportunity; and
- () good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

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

3. Modern Slavery

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its

supply chains or in any part of its business with its annual certification of compliance with this Paragraph **Modern Slavery**;

- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies;
- 3.1.12 if the Supplier is in Default under Paragraphs shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour; to shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies; of this Part A of Schedule 26 the Buyer may by notice:

- () require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
- () immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply; and

- 3.1.13 shall, if the Supplier or the Buyer identifies any occurrence of modern slavery connected to this Contract, comply with any request of the Buyer to follow the Rectification Plan Process to submit a

remedial action plan which follows the form set out in Annex D of the Tackling Modern Slavery in Government Supply Chains guidance to PPN 02/23 (Tackling Modern Slavery in Government Supply Chains).

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- 3.2 If the Supplier notifies the Buyer pursuant to Clause shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies; it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 3.3 If the Supplier is in Default under Paragraph The Supplier: of this Part A of Schedule 26 the Buyer may by notice:

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- 3.3.1 require the Supplier to remove from performance of this Contract any Sub-Contractor, Supplier Personnel or other persons associated with it whose acts or omissions have caused the Default; or
- 3.3.2 immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.
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4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:

- 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
- 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
- 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.

- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any

Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.

- 4.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

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

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs **Public Sector Equality Duty-Supplier Code of Conduct** of this Part A above within fourteen (14) days of such request.

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier may sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then it will be added to the Key Subcontractor section of the Award Form. The Buyer may reasonably withhold its consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Difficulties)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within 10 Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.

- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:
 - a) the data protection requirements set out in Clause 18 (Data protection);
 - b) the FOIA and other access request requirements set out in Clause 20 (When you can share information);
 - c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 14.4 and 14.5;
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer; and
 - 1.5.8 a provision enabling the Supplier, the Buyer or any other person on behalf of the Buyer to step-in on substantially the same terms as are set out in Clause 13 (Step-in rights).
- 1.6 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Buyer's prior written consent, which shall not be unreasonably withheld or delayed.

Schedule 28 (ICT Services)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and supplement Schedule 1:

"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to the Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in Paragraph 8;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or (c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in Paragraph 8.2;
"Quality Plans"	has the meaning given to it in Paragraph 6.1;
"Sites"	has the meaning given to it in Schedule 1 and for the purposes of this Schedule 28 shall also

include any premises from, to or at which physical interface with the Buyer System takes place.

2. When this Schedule should be used

- 2.1 This Schedule 28 is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirement

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following:
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
 - 3.1.2 operating processes and procedures and the working methods of the Buyer;
 - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under the Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3 a timetable for and the costs of those actions.

4. Licensed software warranty

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under the Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2 all components of the Specially Written Software shall:
 - (a) be free from material design and programming errors;
 - (b) perform in all material respects in accordance with the relevant specifications contained in Schedule 10 (Service Levels) and Documentation; and

- (c) not infringe any IPR.

5. Provision of ICT Services

5.1 The Supplier shall:

- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer 3 Months before the release of any new COTS Software or upgrade;
- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with the Contract; and
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6. Standards and Quality Requirements

- 6.1 The Supplier shall develop, in the timescales specified in the Award Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by the Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Contract Period:
 - 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with the Contract;
 - 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

- 7.1 The Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1 inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2 review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 7.1.3 review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Award Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Malicious Software

- 9.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the Parties as follows:
 - 9.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that

such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

- 9.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

Schedule 29 (Key Supplier Staff)

1. Key Supplier Staff

- 1.1 The Annex 1 (Key Role) to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Contract Details
Progress Board Representative		
Contract Manager		
Member Engagement Lead		
Data Improvement Lead		

Schedule 30 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Effective Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within thirty (30) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables;
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 36 (Intellectual Property) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Schedule 14 (Business Continuity and Disaster Recovery) or Schedule 24 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables;
 - 2.2.3 operational documents including system and data documentation and the service operation manual; and
 - 2.2.4 data portability information including data format and how data is structured and readable,and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.
- 2.3 The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (Staff Transfer)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (Staff Transfer).
- 2.4 The Supplier shall:
 - 2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
 - 2.4.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly

notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

- 2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within six (6) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;

- 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (Charges). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

4.5 The Supplier shall:

- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- (a) every twelve (12) months throughout the Contract Period;
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1 the nature of the Termination Assistance required; and
- 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
- 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.

- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

- 8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets (that are not Transferable Assets or any Non-Exclusive Assets), the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement

Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;

10.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:
 - 1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - 1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;
 - 1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
 - 1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - 1.1.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
 - 1.1.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
 - 1.1.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
 - 1.1.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
 - 1.1.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
 - 1.1.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth

transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:

- (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

- (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
- (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
- (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require).

1.2 The Supplier will:

1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and

1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

1.4 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

1.4.1 copies of up-to-date procedures and operations manuals;

1.4.2 product information;

1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and

1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:

(a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and

(b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and

1.5.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 32 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

- 3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

Annex 1 – Relevant Convictions

Other than for minor road traffic offences, any previous conviction (excluding any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 subject to the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (SI 1975/1023)) that is relevant to the nature of the Services and/or relevant to the work of the Buyer including conviction for dishonesty, deception, fraud, money laundering, violence, assault or harassment.

Schedule 36 (Intellectual Property Rights)

1. Intellectual Property Rights – General Provisions

- 1.1. Each Party keeps ownership of its own Existing IPR.
- 1.2. Where either Party acquires, ownership of Intellectual Property Rights that is inconsistent with the requirements of this Schedule 36 (Intellectual Property Rights), it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).
- 1.3. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.
- 1.4. Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.
- 1.5. If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 4 and 5, the Supplier must (without prejudice to any other rights or remedies the Buyer may have), within 10 Working Days notify the Buyer of:
 - 1.5.1. the specific Intellectual Property Rights the Buyer has not received licences to; and
 - 1.5.2. the Deliverables affected.
- 1.6. For the avoidance of doubt:
 - 1.6.1. unless specifically provided, the expiry or termination of this Contract does not of itself terminate the licences granted to the Buyer under Paragraphs 3, 4 and 5;
 - 1.6.2. the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:
 - 1.6.2.1. Sections 55 and 56 of the Patents Act 1977;
 - 1.6.2.2. section 12 of the Registered Designs Act 1949; or
 - 1.6.2.3. sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

2. Ownership and delivery of IPR created under this Contract

- 2.1. The Supplier hereby assigns to the Buyer, with full title guarantee, title to and all rights and interest in the New IPR.
- 2.2. The Supplier shall own the Specially Written Software, including:
 - 2.2.1. the Documentation, Source Code and the Object Code of the Specially Written Software and any software elements of the New IPR; and
 - 2.2.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (the **Software Supporting Materials**).
- 2.3. If the first owner of any Intellectual Property Rights or other rights in and to the New IPR is not the Supplier or the Buyer, the Supplier shall procure that the first owner shall grant to the Buyer a non-exclusive, perpetual, irrevocable, royalty free, transferable, sublicensable, worldwide licence to such Intellectual Property Rights or other rights. The Supplier irrevocably waives, or shall procure the irrevocable waiver of, any moral rights or any similar rights existing anywhere in the world, relating to the New IPR, the Specially Written Software, and the Software Supporting Materials.
- 2.4. Unless otherwise agreed in writing, the Supplier will record any Specially Written Software and New IPR in the table at Annex 1 to this Schedule and keep this updated throughout the Contract Period.

3. Licence of Specially Written Software

- 3.1. the Supplier hereby grants the Buyer a licence to the Specially Written Software and the Software Supporting Materials on the terms set out in Paragraph 3.3 (the "**Specially Written Software Licence**") in respect of each Deliverable where:
 - 3.1.1. the Specially Written Software or the Software Supporting Materials are embedded in or form a part of the Deliverable;
 - 3.1.2. the Specially Written Software or the Software Supporting Materials are provided by the Supplier for the Buyer to use the Deliverable for any of the purposes set out in Paragraph 3.4 or are used by the Buyer during the term of this Agreement in the normal operation or use of such Deliverable; or
 - 3.1.3. the Specially Written Software or the Software Supporting Materials are used to provide the Deliverable.
- 3.2. The categories of Specially Written Software set out in Paragraph 3.1 are mutually exclusive.

3.3. The Specially Written Software Licence granted by the Supplier to the Buyer is a non-exclusive, royalty-free, irrevocable, perpetual, transferable, sub-licensable, worldwide licence that:

3.3.1. in the case of Specially Written Software or Software Supporting Materials embedded in a Deliverable, forming part of a Deliverable or is used to provide the Deliverable:

3.3.1.1. is sub-licensable;

3.3.1.2. has no restriction on the identity of any transferee or sub-licensee;

3.3.1.3. allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Specially Written Software or the Software Supporting Materials for any of the purposes set out in Paragraph 3.4;

3.3.2. in the case of Specially Written Software or Software Supporting Materials that is provided by the Supplier for the Buyer to use the Deliverable for any of the purposes set out in Paragraph 3.4 or is used by the Buyer during the term of this Agreement in the normal operation or use of such Deliverable:

3.3.2.1. allows the Buyer and any transferee or sublicensee to use and copy for any of the purposes set out in Paragraph 3.4, but other than to fix bugs, vulnerabilities or other issues, not adapt, disassemble or reverse engineer the relevant Specially Written Software or Software Supporting Materials;

3.3.2.2. is transferrable to:

(a) a Crown Body;

(b) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or

(c) a person or organisation that is not a direct competitor of the Supplier; and

3.3.2.3. is sub-licensable to any Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where, to the extent that the sublicensed Specially Written Software or Software Supporting Materials comprises Confidential Information of the Supplier, the Replacement Supplier either:

- (a) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (b) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);
 - 3.3.3. continues in effect following the expiry or earlier termination of this Contract; and
 - 3.3.4. is subject to the restrictions that:
 - 3.3.4.1. to the extent that the transferred or sublicensed Specially Written Software or Software Supporting Materials comprise Confidential Information of the Supplier each transferee or sub-licensee either:
 - (a) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (b) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential); and
 - 3.3.4.2. no sub-licence granted to the Specially Written Software shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph.
 - 3.4. For the purposes of Paragraphs 3.1 and 3.3, the relevant purposes are:
 - 3.4.1. to allow the Buyer or any End User to receive and use the Deliverables; and
 - 3.4.2. for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.
 - 3.5. Where the legal status of the Buyer changes, such that it ceases to be a Crown Body:
 - 3.5.1. the Specially Written Software Licence is unaffected; and
- any successor body of the Buyer that is a Crown Body shall have the benefit of the Specially Written Software Licence.

4. Use of Supplier Existing IPRs and Third Party IPRs

- 4.1. The Supplier must not:
 - 4.1.1. embed Supplier Existing IPRs or Third Party IPRs in a Deliverable;

4.1.2. provide any Deliverable that requires Supplier Existing IPRs or Third Party IPRs to use that Deliverable for any of the purposes set out in Paragraph 5.4; or

4.1.3. provide any Deliverable that is a customisation or adaptation of any Supplier Existing IPRs or Third Party IPRs,

unless one or more of the following conditions apply:

4.1.4. for any Supplier Existing IPRs or Third Party IPRs that are not COTS Software, the Buyer provides Approval after receiving full details of the Supplier Existing IPRs or Third Party IPRs and their relationship to the Deliverables;

4.1.5. in the case of Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software all the following conditions are met:

4.1.5.1. the Supplier has notified the Buyer of its intention to use, and has provided the Buyer with the applicable terms for the Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software (which must be at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available); and

4.1.5.2. the Buyer has not (in its absolute discretion) rejected those licence terms within ten (10) Working Days of the date on which they were provided to the Buyer;

4.1.6. in the case of Third Party IPRs that are not COTS Software, the Buyer provides approval under Paragraph 4.1.4 and one of the following conditions is met:

4.1.6.1. the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 5.3, as if:

(a) the term Third Party IPRs were substituted for the term Supplier Existing IPR; and

(b) the term “third party” were substituted for the term Supplier,

in each place they occur; or

4.1.6.2. if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR licence as set out in Paragraph 4.1.6.1, but all the following conditions are met:

- (a) the Supplier has notified the Buyer in writing giving details of:
 - (1) what licence terms can be obtained from the owner or authorised licensor of the Third Party IPR; and
 - (2) whether there are alternative providers which the Supplier could seek to use and the licence terms obtainable from those alternative providers;
 - (b) the Buyer Approves the licence terms with the owner or authorised licensor of the Third Party IPR; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence of the Third Party IPR to the Buyer on those terms.
- 4.2. Where the Buyer has Approved pursuant to Paragraph 4.1.4 or 4.1.6, or has not rejected pursuant to Paragraph 4.1.5, Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software, the Supplier must notify the Buyer within five (5) Working Days of becoming aware that any of that COTS Software will in the next thirty-six (36) months no longer be:
- 4.2.1. maintained or supported by the developer; or
 - 4.2.2. made commercially available.

5. Licences in respect of Supplier Existing IPR that is not COTS Software

- 5.1. Subject to the Buyer providing Approval of the use of Supplier Existing IPR under Paragraph 3, the Supplier grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 5.3 where:
- 5.1.1. the Supplier Existing IPR that is not COTS Software is embedded in or forms a part of the Deliverable;
 - 5.1.2. the Supplier Existing IPR that is not COTS Software is provided by the Supplier to the Buyer to use the Deliverable for any of the purposes set out in Paragraph 5.4 or is used by the Buyer during the term of this Agreement in the normal operation or use of such Deliverable; or
 - 5.1.3. the Deliverable is a customisation or adaptation of Supplier Existing IPR that is not COTS Software.
- 5.2. The categories of Supplier Existing IPR that is not COTS Software set out in Paragraph 5.1 are mutually exclusive.

5.3. The Supplier Existing IPR Licence granted by the Supplier to the Buyer shall be non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

5.3.1. in the case of Supplier Existing IPR that is not COTS Software embedded in or forming part of a Deliverable:

5.3.1.1. has no restriction on the identity of any transferee or sub-licensee;

5.3.1.2. is sub-licensable for any of the purposes set out in Paragraph 5.4; and

5.3.1.3. allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Supplier Existing IPR that is not COTS Software for any of the purposes set out in Paragraph 5.4, and

5.3.2. in the case of Supplier Existing IPR that is not COTS Software that is provided by the Supplier to the Buyer to use the Deliverable for its intended purpose, or is used by the Buyer during the term of this Agreement in the normal operation or use of such Deliverable, or has been customised or adapted to provide the Deliverable:

5.3.2.1. allows the Buyer and any transferee or sublicensee to use and copy, but other than to fix bugs, vulnerabilities or other issues, not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs that is not COTS Software for any of the purposes set out in Paragraph 5.4;

5.3.2.2. is transferrable to only:

(a) a Crown Body;

(b) any body (including any private sector entity) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or

(c) a person or organisation that is not a direct competitor of the Supplier and that transferee either:

(1) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

(2) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential); and

- 5.3.2.3. is sub-licensable to any Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where, to the extent that the sublicensed Supplier Existing IPR comprises Confidential Information of the Supplier, the Replacement Supplier either:
 - (a) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (b) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential);
- 5.3.3. includes a perpetual, royalty-free, non-exclusive licence to use, copy and adapt any Know-How, trade secrets or Confidential Information of the Supplier contained within any Deliverables; and
- 5.3.4. is subject to the restrictions that:
 - 5.3.4.1. no sub-licence granted to the Supplier Existing IPR that is not COTS Software shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph;
 - 5.3.4.2. any transferee or sublicensee of the Supplier Existing IPR Licence must, to the extent that the sublicensed Supplier Existing IPR comprises Confidential Information of the Supplier, either:
 - (a) enter into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (b) enter into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (What you must keep confidential).
- 5.4. For the purposes of Paragraphs 4.1.2, 5.1 and 5.3, the relevant purposes are:
 - 5.4.1. to allow the Buyer or any End User to receive and use the Deliverables;
 - 5.4.2. to commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items; and
 - 5.4.3. for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Public Sector Body, any other Public Sector Body's) business or function.

6. Licences granted by the Buyer

6.1. The Buyer hereby grants the Supplier a licence to the New IPR and Buyer Existing IPR that:

6.1.1. is non-exclusive, royalty-free and non-transferable;

6.1.2. is sub-licensable to any Sub-contractor where:

6.1.2.1. the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (What you must keep confidential); and

6.1.2.2. the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;

6.1.3. allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR and New IPR to the extent necessary or desirable for the purpose of fulfilling its obligations under this Contract; and

6.1.4. terminates at the end of the Contract Period or the end of any Termination Assistance Period, whichever is the later.

6.2. When the licence granted under Paragraph 6.1 terminates, the Supplier shall ensure that each Sub-contractor granted a sub-licence under Paragraph 6.1.2 shall:

6.2.1. immediately cease all use of the Buyer Existing IPR and New IPR (including the Government Data within which the Buyer Existing IPR or New IPR may subsist);

6.2.2. either:

6.2.2.1. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Existing IPR, New IPR and the Government Data; or

6.2.2.2. if the Buyer has not made an election within six months of the termination of the licence, destroy the documents and other tangible materials that contain any of the Buyer Existing IPR, the New IPR, and the Government Data (as the case may be); and

6.2.3. ensure, so far as reasonably practicable, that any Buyer Existing IPR, New IPR, and Government Data held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier.

7. Patents

- 7.1. Where a patent owned by the Supplier or any of its group companies is infringed by the use of the New IPR by the Buyer, its licensees, assignees, successors or any Replacement Supplier, the Supplier hereby grants to the Buyer, licensees, assignees, successors and the Replacement Supplier a non-exclusive, perpetual, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

ANNEX 1: NEW IPR AND SPECIALLY WRITTEN SOFTWARE

Name of New IPR	Details

Name of Specially Written Software	Details

ANNEX 2: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

BETWEEN:

- (1) [insert name] of [insert address] (the “Sub-licensee”); and
- (2) [insert name] of [insert address] (the “Supplier” and together with the Supplier, the “Parties”).

WHEREAS:

- (A) [insert name of Buyer] (the “Buyer”) and the Supplier are party to a contract dated [insert date] (the “Contract”) for the provision by the Supplier of [insert brief description of services] to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to this Contract (the “Sub-licence”).
- (C) It is a requirement of this Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Buyer.

IT IS AGREED as follows:

1 Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information”

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
 - (i) the Supplier; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence

together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Buyer pursuant to or in connection with the Sub-licence;

- (c) other Information provided by the Buyer pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and
- (d) Information derived from any of the above,

but not including any Information that:

- (a) was in the possession of the Sub-licensee without any obligation of confidentiality prior to its disclosure by the Buyer;
- (b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (c) was independently developed without access to the Information;

“Information”

means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence”

has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

2 Confidentiality Obligations

2.1 In consideration of the Buyer entering into the Sub-licence, the Sub-licensee shall:

- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 upon the expiry or termination of the Sub-licence:
 - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-

readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and

(c) make no further use of any Confidential Information.

3 Permitted Disclosures

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
- 3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - 3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - 3.1.3 have agreed to terms no less onerous than those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
- 3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - 3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4 General

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- 4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
 - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.

- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any losses arising out of or in connection with any claim of breach of confidence or breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 Notices

- 5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

- 5.2 Any Notice:

- 5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

- 5.2.2 if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6 Governing law

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature:

Date:

Name:

Position:

For and on behalf of [name of Sub-licensee]

Signature:

Date:

Name:

Position: