

CALL-OFF CONTRACT

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CALL-OFF ORDER FORM

This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on [REDACTED] ("**Call-Off Effective Date**")

BACKGROUND

- (A) On 11 June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (reference 2020/S 114-277986), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated [REDACTED] (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

IT IS AGREED AS FOLLOWS

- 1.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Of Contract.
- 1.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
- 1.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
- 1.4 The Supplier acknowledges that it has advised the Customer in writing of:-
 - 1.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - 1.4.2 the actions needed to remedy each such unsuitable aspect; and
 - 1.4.3 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 Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.
- 1.5 The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.
- 1.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

CALL-OFF ORDER FORM

CALL-OFF CONTRACT PARTICULARS

1.	The Customer	The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ			
2.	Supplier	Name:	G4S Care and Justice Services (UK) Ltd		
		Registered address:	6th Floor 50 Broadway, London, England, SW1H 0DB		
		Registered number:	0390328		
3.	Call-Off Commencement Date	5 th February 2024			
4.	Call-Off Expiry Date	3 rd May 2025			
5.	Customer Representative (Clause 13.6.2)	[REDACTED]			
6.	Supplier Representative (Clause 13.6.2)	[REDACTED]			
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).			
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:			
		Framework Agreement Clause number	Applies	Disapplies	Consequence
		9 (Implementation)		See 26a Special Terms	If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply
		10 (Performance Indicators)		26c Special Terms	If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply
		16.7 to 16.10 (Key Personnel)		x	If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply
		32 (Remediation Plan Process)	x		
		33 (Delay Payments)		x	
		35 (Step-In Rights)	x		

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		Schedule 7.2 (Payments on Termination)	x		If yes, confirm if the cap on Contract Breakage Costs should be anything different to the Framework Schedule and if so what																												
9.	Tiering	<p>This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Provision</th> <th style="width: 15%;">Tier One</th> <th style="width: 15%;">Tier Two</th> <th style="width: 15%;">Tier Three</th> </tr> </thead> <tbody> <tr> <td>Schedule 7.4 (Financial Distress)</td> <td></td> <td></td> <td style="text-align: center;">x</td> </tr> <tr> <td>Schedule 7.5 (Reports, Records and Audit Rights)</td> <td></td> <td></td> <td style="text-align: center;">x</td> </tr> <tr> <td>Schedule 8.1 (Governance)</td> <td></td> <td></td> <td style="text-align: center;">x</td> </tr> <tr> <td>Schedule 8.2 (Change Control)</td> <td></td> <td></td> <td style="text-align: center;">x</td> </tr> <tr> <td>Schedule 8.5 (Exit Management)</td> <td></td> <td></td> <td style="text-align: center;">x</td> </tr> <tr> <td>Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)</td> <td></td> <td></td> <td style="text-align: center;">x</td> </tr> </tbody> </table>				Provision	Tier One	Tier Two	Tier Three	Schedule 7.4 (Financial Distress)			x	Schedule 7.5 (Reports, Records and Audit Rights)			x	Schedule 8.1 (Governance)			x	Schedule 8.2 (Change Control)			x	Schedule 8.5 (Exit Management)			x	Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			x
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10.	Charges	<p>The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model.</p> <p>The provisions of Appendix 1 to Schedule 7.1 (Charges and Invoicing) shall not apply to this Call-Off Contract.</p>																															
11.	Customer Responsibilities	<p>The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.</p>																															
12.	Standards	<p>For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be Basic.</p>																															
13.	Security	<p>For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be S1. The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance).</p>																															

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14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract.												
15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.												
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.												
17.	Payments on Termination	The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.												
18.	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.												
19.	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.												
20.	Exit Management	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services.												
21.	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.												
22.	Staff Transfer (Relevant Staff Transfer Schedule)	As set out in a special term 26f in this call-off contract												
23.	Guarantee	<p>This Call-Off Contract is conditional upon the valid execution and delivery to the Customer of the Guarantee.</p> <p>For the purposes of this Call-Off Contract the Guarantor shall be G4S Regional Management (UK&I) Limited , a company registered in England and Wales with company number 03189802 and whose registered office is at 6th Floor, 50 Broadway, London SW1H 0BD</p>												
24.	Personal Data	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.												
25.	Notice provisions (Clause 46.4)	<table border="1"> <thead> <tr> <th></th><th>Supplier</th><th>Customer</th></tr> </thead> <tbody> <tr> <td>Contact</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>Address</td><td>6th Floor, 50 Broadway, London SW1H 0BD</td><td>102 Petty France, London, SW1H 9AJ</td></tr> <tr> <td>Email</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table>		Supplier	Customer	Contact	[REDACTED]	[REDACTED]	Address	6th Floor, 50 Broadway, London SW1H 0BD	102 Petty France, London, SW1H 9AJ	Email	[REDACTED]	[REDACTED]
	Supplier	Customer												
Contact	[REDACTED]	[REDACTED]												
Address	6th Floor, 50 Broadway, London SW1H 0BD	102 Petty France, London, SW1H 9AJ												
Email	[REDACTED]	[REDACTED]												

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26.	(26a) Special Terms	<p>The definition of 'Credit Score Threshold' set out in Schedule 1 (Definitions) of the Framework Agreement shall be amended to:</p> <p>means (unless otherwise specified in Schedule 7.4 (Call-Off Financial Distress)) either a credit score of 25 for a Company Watch score, ten (10) for a Dun & Bradstreet score, or the following thresholds in respect of an Equifax score:</p> <table><tr><td>Score Check Grade</td><td>A+ to C- Pass</td></tr><tr><td>Score Check Score</td><td>50 to 100– (Green) Pass</td></tr><tr><td>Protect Score</td><td>Higher or equal to 0 – Pass</td></tr></table>	Score Check Grade	A+ to C- Pass	Score Check Score	50 to 100– (Green) Pass	Protect Score	Higher or equal to 0 – Pass
Score Check Grade	A+ to C- Pass							
Score Check Score	50 to 100– (Green) Pass							
Protect Score	Higher or equal to 0 – Pass							
	(26b) Special Terms	<p>Provisions for Implementation are as detailed in Schedule 2.1 Service Description.</p> <p>IMPLEMENTATION</p> <p>The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period, which shall run from Call-Off Effective Date to Call-Off Commencement Date.</p> <ul style="list-style-type: none">• The Implementation Plan is set out in Annex 1.• The Supplier shall, during the Implementation Period, provide the Customer with a Weekly report and meeting.• The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):<ul style="list-style-type: none">○ incorporates all of the Mobilisation Activities for the purposes of this Call-Off Contract;○ includes (as a minimum) the Supplier's proposed timescales in each of the Activities; <p>In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:</p> <ul style="list-style-type: none">• To review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan.• to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan. <p>COMPLETION OF THE IMPLEMENTATION PLAN</p> <p>The Supplier shall ensure the Implementation Plan is completed in full by the end of the Implementation Period.</p> <p>The provisions of Paragraph 2 of Part B below, shall apply in respect of any failure to meet the Mobilisation Activities.</p>						

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	<p style="text-align: center;">PART B</p> <p style="text-align: center;">Mobilisation Activity Achievement</p> <p style="text-align: center;">ACHIEVEMENT OF ACTIVITY</p> <p>Once the Supplier considers it has completed an Activity (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Activity meets the Acceptance Criteria.</p> <p>Any Disputes between the Customer and the Supplier regarding the Achievement of Activity shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.</p> <p style="text-align: center;">MISSED ACTIVITIES</p> <p>If any Activity has not been achieved on or before the relevant Activity Date, the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.</p> <p>Where any failure to achieve an activity results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:</p> <ul style="list-style-type: none">○ terminate the Call-Off Contract based on a Supplier Termination Event;○ regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply. <p>If an Activity is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Activity not being Achieved.</p> <p style="text-align: center;">DELAYS DUE TO CUSTOMER CAUSE</p> <p>If the Supplier has failed to achieve the Activity Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.</p>
(26c) Special Terms	<p>Provisions for Key Performance Measures are as detailed in Schedule 2.1 Service Description.</p> <ul style="list-style-type: none">• Key Performance Indicators (KPI's) are required to be provided in a report format monthly, by [REDACTED] each month and shall come into effect from the Call Off Commencement date. The Authority reserves the right to amend the reporting timescales in agreement with the Provider. The KPI reporting format shall be agreed upon by both parties as a part of the mobilisation period and the measurement of the KPIs shall start at the Contract Commencement date.• For the avoidance of doubt any Call-Off Contract KPI shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes.

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	<ul style="list-style-type: none"> • If the level of performance of the Supplier during a Measurement Period is below the Trigger Level, then this shall constitute an Improvement Plan Trigger in accordance with the provisions of Clause 31 of the Framework Agreement. • Providers are required to report against all KPIs as per Table 3 located in Part A of Schedule 2.1 Service Description, in accordance with this Call-Off Contract. • With regards to Performance Data collated during the life of this Contract, the Authority reserves the right to request information, data and/or reporting on all information relevant to the performance measures, in a format to be agreed between both Parties. • In conjunction with paragraph 1.5 above, the Authority may request Performance Data Audits (in line with Schedule 7.5) where the Authority discovers or suspects (in its sole opinion) that there may be errors in any Performance Data by the Supplier.
(26d) Special Terms	<p>POTENTIAL EXTENSION OPTIONS</p> <p>At the end of this contract term: twelve (12) months, the Customer may have an option to extend the Call-Off Contract, to facilitate continued service delivery. This will be subject to budgetary and authority discretion. There will be an option to extend for twelve (12) months, followed by a further twelve (12) months, with a maximum service length of three (3) years.</p> <p>The terms and conditions of such extensions shall be agreed by both Parties no later than one (1) month prior to the contract expiry date. The initial extension option shall be no more than twelve (12) months in length. A further extension option of twelve (12) months may be granted using the same principles which shall apply to the first one.</p> <p>For the avoidance of doubt, the extension shall be on substantially the same terms as currently provided for in this Call-Off Contract with consequential amendments to reflect circumstances prevailing at the time the extension is agreed. The requirements of the Customer, which shall form the subject-matter of the extension, shall be determined no later than two (2) months prior to the contract expiry date. The requirements will, in any event, share the objectives and outcomes stipulated in the ITT documentation.</p> <p>Each extension option shall be priced and costed using the same basis and principle, which have been utilised to price and cost this call of contract, in conjunction with the pricing parameters as outlined in the Financial Response Template, for Year two (2) and three (3), specific to each Lot. This will be subject always to the final price calculation reflecting the exact requirement of the customer, where such requirements exist. The customer shall communicate these costs and pricing mechanism to the supplier no later than two (2) months before the contract expiry date.</p> <p>The funding for any extensions to the Call-Off Contract, shall come from HMPPS and the Probation Service (PS) for the Wales Region where the Call-Off Contract is extended. The Customer shall remain liable for payment of all sums due under the extended Call-Off Contract. The Customer shall have agreed funding arrangements within two (2) months of the contract expiry date.</p> <p>The value for such extensions shall not exceed the limits set out in the Public Contract Regulations (2015), if any.</p> <p>The aim of such extension will be to meet a gap in service provision to ensure service continuity to PiP/PoPs.</p>

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(26e) Special Terms	Financial Model – TUPE Implications Bidders are reminded that, in accordance with paragraph 16 “Investment in Reducing Re-Offending” of Schedule 7.1 of the Framework Agreement, if the actual Supplier Profit/Surplus reported by the Supplier is in excess of the Anticipated Supplier Profit/Surplus stated in the Financial Model (including but not limited to as a result of the cost implications of TUPE, or any other cost detailed in the Financial Model, transpiring to be less than anticipated) the Customer and the Supplier shall discuss; <ul style="list-style-type: none">• whether any adjustment of the Charges is appropriate to ensure value for money, or;• whether there is an opportunity for the Supplier to re-invest some or all of the excess into delivering the service.
(26f) Special Terms	TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES RELEVANT TRANSFERS The Customer and the Supplier agree that: <ul style="list-style-type: none">○ the commencement of the provision of the Services or of any relevant part of the Services may give rise to a Relevant Transfer in relation to the Transferring Former Supplier Employees;<ul style="list-style-type: none">▪ should a Relevant Transfer occur, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee;▪ the Supplier shall not, and shall procure that any Notified Sub-contractor shall not, at any time during the Call-Off Term of the Call-Off Contract sub-contract the provision of the Services, whether in whole or in part, without complying with the provisions of Clause 17 of the Framework Agreement.

IN WITNESS of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of
The Secretary of State for Justice
[REDACTED]

.....
Signature
[REDACTED]

.....
Name (block capitals)
[REDACTED]

.....
Position
[REDACTED]

CALL-OFF ORDER FORM

.....
Date

SIGNED for and on behalf of
G4S Care and Justice Services (UK)
Limited
[REDACTED]

.....
Signature
[REDACTED]

.....
Name (block capitals)
[REDACTED]

.....
Position
[REDACTED]

.....
Date

CALL-OFF ORDER FORM

SCHEDULE 2.1

CALL-OFF SERVICES DESCRIPTION

[REDACTED]

Refer to Annex B

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SCHEDULE 2.2 CALL-OFF PERFORMANCE LEVELS

[NOT USED]

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SCHEDULE 2.5

CALL-OFF INSURANCE

1.1 The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Proposed maximum deductible threshold each and every occurrence
Third Party Public and Products Liability Insurance	[REDACTED]	[REDACTED]
Professional Indemnity Insurance	[REDACTED]	[REDACTED]
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	[REDACTED]	[REDACTED]

Supplier's completion of this schedule 2.5 is self-certification of all required insurances for this Call-Off Contract.

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 3

CALL-OFF CUSTOMER RESPONSIBILITIES

1. **INTRODUCTION**

- 1.1 The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
- 1.2 Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
- 1.3 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. **SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT**

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

Customer Responsibility	Obligation it affects
N/A	N/A

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SCHEDULE 4.1

CALL-OFF SUPPLIER SOLUTION

[REDACTED]

Refer to Annex D

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SCHEDULE 4.2

CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE 4.3

CALL-OFF SUB-CONTRACTING

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
[REDACTED]					

SCHEDULE 6.1

CALL-OFF IMPLEMENTATION

1. IMPLEMENTATION

- 1.1. The Supplier shall be responsible for providing the Implementation Services in accordance with the Supplier's Implementation Plan. This consists in completing all activities set out in the Implementation Plan prior to the end of the Implementation Period, which shall run from Call-Off Effective Date to Call-Off Commencement Date.
- 1.2. The Supplier shall, during the Implementation Period, provide the Customer with a weekly update and/or meeting unless the Customer, in its discretion, believes more or less frequent updates are required.

2. COMPLETION OF THE IMPLEMENTATION ACTIVITIES

- 2.1. The Supplier shall ensure the Implementation Services and completion of milestones are completed in full by the end of the Implementation Period.
- 2.2. The provisions of Paragraph 4 of Part B shall apply in respect of any failure to meet the Implementation Activities.

PART B

Implementation Activity Achievement

3. ACHIEVEMENT OF ACTIVITY

- 3.1. Once the Supplier considers it has completed an Activity (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.
- 3.2. Any Disputes between the Customer and the Supplier regarding the Achievement of Activity shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable (see Schedule 8.3 of the Framework Agreement – Dispute Resolution Procedure)

4. MISSED ACTIVITIES

- 4.1. If any Activity has not been Achieved on or before the relevant Activity Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.
- 4.2. Where any failure to Achieve an Activity results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:
 - A) Terminate the Call-Off Contract on the basis of a Supplier Termination Event;
 - B) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.
- 4.3 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Activity not being Achieved.

5. DELAYS DUE TO CUSTOMER CAUSE

- 5.1 If the Supplier has failed to achieve the Milestone Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in

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accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.

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ANNEX 1

IMPLEMENTATION PLAN

[REDACTED]

Refer to Annex E

SCHEDULE 6.2**CALL-OFF SOFTWARE****1. THE SOFTWARE**

- 1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
- 1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:-

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry

3. THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:-

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
[REDACTED]							

SCHEDULE 7.1

CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

- 1.1 The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:

(a) Authority Set Fixed Price

- 1.2 The Supplier's Financial Model is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).

2. FIXED PRICE

- 2.1 The Fixed Price shall be £189,433.97, including mobilisation of £20,296.43.
- 2.2 The Charges payable under the Call-Off Contract shall be Fixed Price and payable as a fixed amount each month, divided equally across the Contract Year, in accordance with Schedule 7.1
- 2.3 The Authority has set a fixed price for all four Lots as stipulated in the aforementioned points above, and the Supplier is required to detail the costing breakdown of their solution within the Financial Model applicable for each Lot.
- 2.4 As outlined in Schedule 2.1, the Authority has included the option of extension years outlined as (+12 +12). For the purposes of this Tender, where the Authority has requested a breakdown of costings for Year 2 and 3 the total overall Contract value should equate to the following which are in line with the Authority's anticipated projected costings for this Contract:

[REDACTED]

3. IMPLEMENTATION SERVICES

- 3.1 The Charges under this Call-Off Contract payable for the Implementation Services are calculated based on the following Pricing Methodology

3.1.1 Lot 1 £6,765.47 each month (up to 3 months)

4. MONTHLY PAYMENT

- 4.1 To be charged in accordance with Schedule 7.1, and as stipulated within Schedule 2.1 (Services Description).

5. DELAY PAYMENTS

- 5.1 There shall be no Delay Payments payable under this Call-Off Contract.

ANNEX 1

FINANCIAL MODEL

[REDACTED]
Refer to Annex A

SCHEDULE 7.4

CALL-OFF FINANCIAL DISTRESS

1. FINANCIAL INDICATORS REPORTING

- 1.1 The reporting for each of the Financial Indicators shall be at the frequency set out in Paragraph 2.4.3 of Schedule 7.4 (Financial Distress) save as set out in Paragraph 3.2.

ANNEX 1

RATING AGENCIES

[REDACTED]

Refer to Annex C

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ANNEX 2

CREDIT RATINGS AND CREDIT RATING THRESHOLDS

N/A

SCHEDULE 7.5

CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS

1. TRANSPARENCY REPORTS

- 1.1 For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

2. PROVISION OF REPORTS

- 2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

3. SUPPLIER AUDITS

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) [shall][shall not] be applicable to this Call-Off Contract.

ANNEX 1

TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

APPENDIX 2

REPORTS

Regular reports

The Supplier shall provide a report once every Call-Off Contract Year (the "**Annual Report**") which shall include sub-sections with the information for each report below which is highlighted in the frequency column as Annual Report. The Customer shall provide a template for such Annual Report to assist with completion.

Required Report	Content	Format	Frequency
Charges	Total Charges Actual Supplier Profit/Surplus Retained Amount	As notified by the Customer from time to time	As notified by the Customer from time to time
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Annual reports on the Insurances	Details of insurances held, premiums paid and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annual Report
Financial indicator reports	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)
Audited and unaudited Finance statements (the " Management Accounts ")	Information including turnover, actual spend, forecast outturn, cashflow and assets	As notified by the Customer from time to time	Annual Report
Implementation Plan and Milestone achievement report	As described in Schedule 6.1 (Implementation Plan) and Schedule 8.1 (Governance)	As notified by the Customer	Received regularly during Implementation Period

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Technology report	As described in Schedule 8.1 (Governance)	As notified by the Customer	Provided at each Service Management Board
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Responsive reports

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 2.4 (Information, Security and Assurance)	As described in Schedule 2.4 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and the likely impact of the delay on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	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)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	Provided at each Service Management Board

SCHEDULE 8.1**CALL-OFF GOVERNANCE****1. REPRESENTATION AND STRUCTURE OF BOARDS**

- 1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:

a) Service Management Board

Customer Members of Service Management Board	[REDACTED] [Chairperson] Email:
Supplier Members of Service Management Board	[REDACTED]
Start Date for Service Management Board meetings	[REDACTED] Email:
Location of Service Management Board meetings	[REDACTED] Email:

b) Contract Strategy Board

Customer members of Contract Strategy Board	[REDACTED] [Chairperson] Email:
Supplier members of Contract Strategy Board	[REDACTED]
Start date for Contract Strategy Board meetings	[REDACTED] Email:
Location of Contract Strategy Board meetings	[REDACTED] Email:

c) Change Management Board

Customer Members of Change Management Board	[REDACTED] [Chairperson] Email:
Supplier Members of Change Management Board	[REDACTED] Email:

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Start Date for Change Management Board meetings	[REDACTED] Email:
Location of Change Management Board meetings	[REDACTED] Email:

- 1.2 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following attendees for the annual review meeting under this Call-Off Contract:

Customer attendees for annual review meeting	[REDACTED] [Chairperson] Email:
Supplier attendees for annual review meeting	[REDACTED]

DYNAMIC FRAMEWORK

SCHEDULE 9.1c (FOR USE IN RESPECT OF MENTAL HEALTH TREATMENT REQUIREMENTS – LOT 1 SOUTH WALES ONLY)

STAFF TRANSFER

This Schedule relates to the MoJ procurement of Mental Health Treatment Requirement services within the region of Wales only.

Whilst this Schedule will be fit for purpose for the procurement of the Mental Health Treatment Requirements within the region of Wales being procured via the DF, it will not represent universally suitable or applicable draft wording for use in any other procurement of Mental Health Treatment Requirement services, without full consideration of existing arrangements.

VERSION	DATE	COMMENT
1.0		Initial Release

SCHEDULE 9.1 STAFF TRANSFER

1. DEFINITIONS

In this Schedule, the following definitions shall apply:-

"New Fair Deal"	means the revised Fair Deal position set out in the HM Treasury guidance " <i>Fair Deal for staff pensions: staff transfer from central government</i> " issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date
"Notified Sub-contractor"	means a Sub-contractor identified in Schedule 9.1 (Call-Off Staff Transfer) to whom Transferring Former Supplier Employees will transfer on a Relevant Transfer Date
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations apply
"Replacement Sub-contractor"	means a Sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor)
"Service Transfer Date"	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires

"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor
"Staffing Information"	<p>means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised form, if required:-</p> <ul style="list-style-type: none">a. their ages, job title, dates of commencement of employment or engagement, gender and place of work;b. details of whether they are employed, self-employed contractors or consultants, workers, agency workers or otherwise;c. the % of time they spend engaged in the provision of the Service (or part thereof) transferring;d. the identity of the employer or relevant contracting Party;e. their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;f. their wages, salaries, bonuses and profit sharing arrangements as applicable;g. details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car scheme as applicable to them;h. any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);i. details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;j. copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees) andk. any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations
"Supplier's Final Supplier Personnel List"	means a list provided by the Supplier of all Supplier Personnel who will transfer via a Relevant Transfer on the Service Transfer Date
"Supplier's Provisional Supplier Personnel List"	means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier or any Sub-contractor of the Supplier (or any Sub-contractor of any such Sub-contractor)
"Transferring Former Supplier Employees"	means in relation to a Former Supplier, those employees of the Former Supplier identified by the Customer as Transferring Former Supplier Employees who transfer via a Relevant Transfer on the Relevant Transfer Date
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-contractor to whom the Employment Regulations will apply on the Service Transfer Date

2. INTERPRETATION

Where a provision in this Schedule and Annexes imposes an obligation on the Supplier to 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 Customer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be.

PART A [NOT USED]

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PART B: TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES

[NOT USED]

2.

PART C: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

NOT USED

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PART D: PENSIONS

NOT USED

PART E: EMPLOYMENT EXIT PROVISIONS
PRE-SERVICE TRANSFER OBLIGATIONS

1. The Supplier agrees that:
 - a. within twenty (20) Working Days of receipt of a written request of the Customer at any time; and/or
 - b. within twenty (20) Working Days of the earliest of:
 - i. receipt of a notification from the Customer of a Service Transfer or intended Service Transfer; or
 - ii. receipt of the giving of notice of early termination or any Partial Termination of the Call-Off Contract; or
 - iii. the date which is twelve (12) months before the end of the Call-Off Term or, if the Call-Off Term is less than 12 months the date which is six (6) months before the end of the Call-Off Term,it shall provide in a suitably anonymised format so as to comply with the DPA 2018, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List, and it shall provide an updated Supplier's Provisional Supplier Personnel List and/or updated Staffing Information at such intervals as are reasonably requested by the Customer.
2. At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Subcontractor:
 - a. the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - b. the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
3. The Customer 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.
4. The Supplier warrants, for the benefit of the Customer, 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.
5. From the date of the earliest event referred to in Paragraph 1.1(b) the Supplier agrees, that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):
 - a. replace or redeploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person they replace;
 - b. make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);
 - c. increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - d. introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - e. increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

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- f. terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 6. During the Call-Off Term, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:
 - a. the numbers of individuals (which includes but is not limited to employees, workers, contractors, agents, agency workers) engaged in providing the Services;
 - b. the percentage of time spent by each individual engaged in providing the Services; and
 - c. a description of the nature of the work undertaken by each individual by location.
- 7. The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Subcontractor to support a future procurement process, timely and full provision of Staffing Information and consultation between employers and to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - a. the most recent month's copy pay slip data;
 - b. details of cumulative pay for tax and pension purposes;
 - c. details of cumulative tax paid;
 - d. tax code;
 - e. details of any voluntary deductions from pay;
 - f. a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee;
 - g. a complete copy of the information required to meet the minimum record keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
 - h. bank/building society account details for payroll purposes.

2. EMPLOYMENT EXIT PROVISIONS

1. The Customer and the Supplier acknowledge that the Employment Regulations may apply on termination or part termination of the Call-Off Contract for whatever reason and this Paragraph 2 shall be read accordingly. The identity of the provider of the Services (or any part of the Services) may therefore change (whether as a result of termination or Partial Termination of the Call-Off Contract or otherwise) resulting in the Services or part thereof being undertaken by the Customer, 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 and/or the Acquired Rights Directive will apply. The Customer 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/or any Sub-contractor and the Transferring Supplier Employees will have effect on and from the Service Transfer Date as if originally made between the Customer, a Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
2. The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due in relation to any Fair Deal Employee(s) which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Customer, a Replacement Supplier and/or Replacement Subcontractor.
3. Subject to Paragraph 2.4, the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
 - a. 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;
 - b. the breach or nonobservance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - i. any collective agreement applicable to the Transferring Supplier Employees; and/or
 - ii. any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - c. any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - d. any failure by the Supplier or any Sub-contractor to comply with its obligations (including its obligations to maintain records) under the Working Time Regulations 1998, National Minimum Wage Act 1998 and any/all associated National Minimum Wage Regulations in the period prior to the Service Transfer Date in respect of any Transferring Supplier Employees or workers (current or past) including, but not limited to any failure to maintain adequate records which meet the minimum requirements for record-keeping and/or failure to deliver the same to the Customer, a Replacement Supplier and/or Replacement Sub-contractor on request;
 - e. 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:

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- i. in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - ii. in relation to any employee who is not identified in the Supplier's Final Supplier Personnel list, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or any Sub-contractor to the Customer 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 on or before the Service Transfer Date;
 - f. 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 (and including) the Service Transfer Date;
 - g. 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 Personnel list for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the Call-Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - h. 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 Customer and/or Replacement Supplier and/or any Replacement Sub-contractor to comply with regulation 13(4) of the Employment Regulations.
4. The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer, a 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:
- a. arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to their working conditions proposed by the Customer, a Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date; or
 - b. arising from the Customer's failure, a Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
5. If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that their contract of employment has been transferred from the Supplier or any Subcontractor to the Customer, a Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- a. the Customer shall, or shall procure that the Replacement Supplier shall, or any Replacement Subcontractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - b. the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Customer, a Replacement Supplier and/or any 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.
6. If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, the Customer shall, or shall procure that the Replacement Supplier shall, or procure that the Replacement Subcontractor shall, immediately release or procure the release of the person from their employment or alleged employment.
7. If after the fifteen (15) Working Day period specified in Paragraph 2.5(b) has elapsed:

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- a. no such offer of employment has been made;
 - b. such offer has been made but not accepted; or
 - c. the situation has not otherwise been resolved,

the Customer may, or shall advise the Replacement Supplier and/or Replacement Subcontractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
 8. Subject to the Customer, a Replacement Supplier and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Customer, a Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Customer takes, a Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
 9. The indemnity in Paragraph 2.8:
 - a. shall not apply to:
 - i. any claim for:
 - A. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - B. equal pay or compensation for less favourable treatment of parttime workers or fixedterm employees,

in any case in relation to any alleged act or omission of the Customer, a Replacement Supplier and/or Replacement Subcontractor; or

 - ii. any claim that the termination of employment was unfair because the Customer, a Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and
 - b. shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Customer, a Replacement Supplier and/or Replacement Subcontractor to the Supplier within six (6) months of the Service Transfer Date.
10. If any such person as is described in Paragraph 2.5 is neither reemployed by the Supplier or any Subcontractor nor dismissed by the Customer, a Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
11. 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 Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and 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 in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - a. the Supplier and/or any Subcontractor; and
 - b. the Customer and/or the Replacement Supplier and/or the Replacement Subcontractor.
12. The Supplier shall, and shall procure that each Subcontractor shall, support a smooth and timely transfer and promptly provide to the Customer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations and/or such consultation as the Customer deems necessary. The Customer shall, or shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is

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necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

13. The Supplier shall, and shall procure that each Sub-contractor shall, provide all reasonable assistance and documentation required by the Customer, a Replacement Supplier and/or a Replacement Sub-contractor required by them in connection with any query, claim, dispute or proceedings arising after a Service Transfer Date but relating to a Transferring Supplier Employee.
14. Subject to Paragraph 2.15, the Customer shall, or shall 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:
 - a. any act or omission of the Customer, a Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee arising on or after the Service Transfer Date;
 - b. the breach or nonobservance by the Customer and/or a Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - i. any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - ii. any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Customer and/or Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - c. any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Customer and/or 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;
 - d. any proposal by the Customer and/or 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 Personnel List on or after their transfer to the Customer and/or 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 Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
 - e. any statement communicated to or action undertaken by the Customer and/or Replacement Supplier and/or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - f. any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - i. in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - ii. in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer their employment from the Supplier or Subcontractor, to the Customer, 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 after the Service Transfer Date;

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- g. a failure of the Customer and/or Replacement Supplier and/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 Personnel List in respect of the period from (and including) the Service Transfer Date; and
 - h. any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Customer and/or Replacement Supplier and/or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 15. The indemnities in Paragraph 2.14 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any 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.

LIST OF NOTIFIED SUB-CONTRACTORS

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
[REDACTED]					

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SCHEDULE 9.2

CALL-OFF KEY PERSONNEL

1. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

Key Role	Name of Key Personnel	Responsibilities / Authorities	Phase of the project during which they will be a Member of Key Personnel	Minimum Period in Key Role
[REDACTED]				
[REDACTED]				

SCHEDULE 10**CALL-OFF PROCESSING OF PERSONAL DATA****PART 1****1. SCHEDULE OF DATA SHARING PARTICULARS**

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	The data map set out at Appendix D (DF Personal Data Map), tab 1 details all data shared with the Supplier by the Customer and the Related Third Parties for the delivery of the Services where the Supplier acts as controller or joint controller with the Customer and/or each of the Related Third Parties. Details of all data sharing and onward sharing by the Supplier, where it acts as controller or joint controller, is as set out in the data map at Appendix D tab 2. The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement.
Permitted Purpose	The lawful basis and purpose as set out in the data map

PART 2**1. SCHEDULE OF DATA PROCESSING PARTICULARS**

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	The data map set out at Appendix D (DF Personal Data Map); Tab 1 details all data shared with the Supplier by the Customer and the Related Third Parties for the delivery of the Services where the Supplier is identified as a processor. Details of all data sharing and onward sharing where the Supplier acts as processor with sub-processors is as set out in the data map at Appendix D (DF Personal Data Map) tab 2. The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement