

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	Department for Education (the Buyer).	
		Its offices are on: Great Smith St, London, SW1P 3DJ	
2.	Supplier	Name:	The National Development Team for Inclusion
		Address:	4 Queen Street, Bath, Bath and North East Somerset, BA1 1HE
		Registration number:	27566R
		SID4GOV ID:	N/A
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.	
		This opportunity is advertised in the Contract Notice in Find A Tender, reference 2022/S 000-009257 (FTS Contract Notice).	

4.	Contract reference	con_15248
5.	Deliverables	<p>Lot 1 'Strengthening the Supported Internships Programme' Activity will include:</p> <ul style="list-style-type: none"> • Support to Local Authorities to establish and develop SEND employment forums, including administering and monitoring of section 14 grants • Engaging and supporting employers to offer high quality work placements • Establishing a sustainable process to improve the quality of Supported Internship provision, using a Quality Assurance framework • Communication activity • Programme co-ordination <p>See Schedule 2 (Specification) for further details.</p>
6.	Buyer Cause	Any 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.
7.	Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	Financial Transparency Objectives	<p>The Financial Transparency Objectives apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
9.	Start Date	1 September 2022
10.	Expiry Date	31 March 2024
11.	Extension Period	The contract may be extended by a maximum of a further 12 months, where the Buyer gives the Supplier no less than 3 months written notice before the Contract expires.
12.	Ending the Contract without a reason	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p> <p>Upon any termination in accordance with Clause 14.3, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a</p>

		<p>result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery 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 costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.]</p>
13.	<p>Incorporated Terms (together these documents form the "the Contract")</p>	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a) This Award Form b) Any Special Terms (see Section 14 (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 unless otherwise stated): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 8 (Implementation Plan) e. Schedule 10 (Service Levels) f. Schedule 13 (Contract Management) g. Schedule 16 (Security) h. Schedule 19 (Cyber Essentials Scheme) i. Schedule 21 (Variation Form) j. Schedule 22 (Insurance Requirements) k. Schedule 25 (Rectification Plan) l. Schedule 26 (Sustainability) m. Schedule 27 (Key Subcontractors) n. Schedule 30 (Exit Management) 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 aspect of the Tender will take precedence over the documents above.

14.	Special Terms	N/A
15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	Buyer's Environmental Policy	Available online at: Sustainability and climate change strategy - GOV.UK (www.gov.uk)
17.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels)
18.	Buyer's Security Policy	Department for Education (DfE) Information Security Policy (January 2021)
19.	Commercially Sensitive Information	Schedule 5 (Commercially Sensitive Information)]
20.	Charges	Details in Schedule 3 (Charges)
21.	Reimbursable expenses	<i>None</i>
22.	Payment method	Monthly invoicing in arrears
23.	Service Levels	Please refer to Schedule 10 (Service Levels) A Critical Service Level Failure is a repeated failure to meet core contractual obligations over a 6-month period.
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	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 Yearly Charges

		In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.
26.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
27.	Progress Meetings and Progress Reports	<p>Weekly</p> <ul style="list-style-type: none"> The Supplier shall attend Progress Meetings with the Buyer every week. The frequency of progress meetings may be varied at the agreement of both parties and will be reviewed on commencement of the programme <p>Monthly</p> <ul style="list-style-type: none"> The Supplier shall provide the Buyer with Progress Reports to include: <ul style="list-style-type: none"> For each Key Performance Indicator, Subsidiary Performance Indicator (including Social Value) and any other metric, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods as a secondary tab/document (except where a different frequency of reporting is explicitly agreed). Key Performance Indicators are active measures which shall be reviewed at monthly progress meetings to ensure that they remain appropriate gauges of success. Key performance indicators are subject to amendment with the agreement of the Buyer and Supplier. Summary management information Outstanding risks, actions, issues, and decisions. New risks, actions, issues, and decisions. A communications plan that is updated as part of the monthly reporting Status of delivery plans, including any proposed slippage of milestone delivery. A summary of all Performance Failures that occurred during the Service Period. The severity level of each KPI Failure which occurred during the Service Period. Which Performance Failures remain outstanding and progress in resolving them. For any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence.

		<ul style="list-style-type: none"> ○ The status of any outstanding Rectification Plan processes, including: ○ Whether or not a Rectification Plan has been agreed; and ○ Where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan. ○ The relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of the Agreement. <p>Quarterly</p> <ul style="list-style-type: none"> • The Supplier shall provide the Buyer with Progress Reports to include: <ul style="list-style-type: none"> ○ A quarterly summary of activities, including progress against KPIs and management information ○ Supporting evidence of delivery including but not limited to feedback forms, training audit outcomes, examples of course content / participant interactions as relevant to activities. ○ Financial reporting in terms of actual monies spent against each strand of work or KPI. ○ A rolling total of the number of Performance Failures that have occurred over the past six Service Periods. ○ Performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice ○ Performance against its obligation to pay its Unconnected Sub-contractors within sixty (60) days of receipt of an invoice ○ The conduct and performance of any agreed periodic tests that have occurred ○ Any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div>

31.	Supplier Authorised Representative	██████████
32.	Supplier Compliance Officer	██████████
33.	Supplier Data Protection Officer	██████████
34.	Supplier Marketing Contact	██████████
35.	Key Subcontractors	<p>1. DFN Project Search Registration number: 11488209 Role of Subcontractor: 1.2.2 Engaging and Supporting Employers</p> <p>2. British Association of Supported Employment (BASE) trading as Inclusive Trading Community Interest Company Registration number 07307354 Role of Subcontractor: 1.2.3 Quality Assurance Framework</p> <p>3. Family Fund Trading (Trading as Family Fund Business Services) Registration number: 6293129 Role of Subcontractor: Family Fund will support NDTi with the payment of grants to Local Authorities by giving NDTi access to an online portal. NDTi will place orders on the portal by providing Family Fund with the designated Local Authorities' bank details and funding amount.</p>

36.	Buyer Authorised Representative	
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

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 the 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 the 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, subject to the Allowable Assumptions set out in Annex 2 of Schedule 3 (Charges) (if any), 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; and
 - 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 the 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 the 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 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 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 3 Working Days of Delivery.

- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 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.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 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.
- 3.2.12 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.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of the 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.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the 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 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 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 the Contract.

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 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.
- 4.4 A Supplier invoice is only valid if it:
 - 4.4.1 includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer; and
 - 4.4.2 includes a detailed breakdown of Delivered Deliverables and 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 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 the 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 **Error! Reference source not found.** only applies if the Supplier:
 - 5.2.1 gives notice to the Buyer of the Buyer Cause within 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 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract during the Contract Period and for 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 Start Date;
 - 6.3.2 at the end of each Contract Year; and
 - 6.3.3 within 6 Months of the end of the Contract Period,and the Supplier must meet with the Buyer if requested within 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 the Contract,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 Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:
 - 6.5.1 complies with the Supplier's operating procedures; and
 - 6.5.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.
- 6.6 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:
 - 6.6.1 all information within the permitted scope of the Audit;
 - 6.6.2 any Sites, equipment and the Supplier's ICT system used in the performance of the Contract; and
 - 6.6.3 the Supplier Staff.
- 6.7 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.
- 6.8 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:
 - 6.8.1 correcting any identified Default;
 - 6.8.2 rectifying any error identified in a Financial Report; and
 - 6.8.3 repaying any Charges that the Buyer has overpaid.

- 6.9 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 6.9.1 tell the Buyer and give reasons;
 - 6.9.2 propose corrective action; and
 - 6.9.3 provide a deadline for completing the corrective action.
- 6.10 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 the Contract must:
 - 7.1.1 be appropriately trained and qualified;
 - 7.1.2 be vetted using Good Industry Practice and the Security Policy; 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 the Contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clauses 31.1 to 31.4.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

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 The Supplier will ensure that all Sub-Contracts in the Supplier's supply chain entered into after the Effective Date wholly or substantially for the purpose of performing or contributing to the

performance of the whole or any part of this Contract contain provisions that:

- a) 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;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

8.2.2 The Supplier will take reasonable endeavours to ensure that all Sub-Contracts in the Supplier's supply chain entered into before the Effective Date but made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract contain provisions that:

- a) 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;
- b) require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
- c) allow the Buyer to publish the details of the late payment or non-payment if this 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 **Error! Reference source not found.** then the Charges must be reduced by an agreed amount by using the Variation Procedure.

8.5 Ongoing responsibility of the Supplier

- 8.5.1 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 the Contract;
 - 9.1.2 the Contract is executed 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 the 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 the 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 the 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 Start 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 the 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 the 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 Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 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.

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 Schedule 36 or to modify or replace an item pursuant to Schedule 36, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect.

11. Rectifying issues

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within 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 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 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 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 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 Clause 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 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 Start 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 the Contract for the Extension Period by giving the Supplier written notice before the Contract expires as described in the Award Form.

14.3 Ending the contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or (unless the Award Form states something different) liability by giving the Supplier not less than 90 days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clauses 14.5.1b) to 14.5.1h) applies.

14.4 When the Buyer can end the Contract

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- a) there's a Supplier Insolvency Event;
- b) the Supplier fails to notify the Buyer in writing of any Occasion of Tax Non-Compliance
- 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 10 days of the request;
- e) there's any material Default of the Contract;
- f) a Default that occurs and then continues to occur on one or more occasions within 6 Months following the Buyer serving a warning notice on the Supplier that it may terminate for persistent breach of the Contract;
- g) there's any material Default of any Joint Controller Agreement relating to the Contract;
- h) there's a Default of Clauses 2.7, 10, 12, 18, 19, 31, 36, Schedule 19 (Cyber Essentials) (where applicable) or Schedule 36 (Intellectual Property Rights) relating to the Contract;
- i) the performance of the Supplier causes a Critical Service Level Failure to occur;
- j) there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels);
- k) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- l) the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- m) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or

- n) the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

14.4.2 The Buyer also has the right to terminate the Contract in accordance with Clauses 9.5 and 24.3, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) and Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable).

14.4.3 If any of the events in 73 (1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clauses 14.5.1b) to 14.5.1h) applies.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates the Contract under Clauses 14.4.1 and 9.5, Paragraph 4.1 of Schedule 37 (Corporate Resolution Planning) (where applicable) or Paragraph 7 of Schedule 24 (Financial Difficulties) (where applicable). 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, 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.
- h) The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 10, 15, 18, 19, 20, 21, 22, 39, 40, Schedule 36 (Intellectual Property Rights) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.5.2 If either Party terminates the Contract under Clause 24.3:

- a) each party must cover its own Losses; and
- b) Clauses 14.5.1b) to 14.5.1h) applies.

14.6 When the Supplier 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 the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

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

14.6.3 Where the Buyer terminates the Contract under Clause 14.3 or the Supplier terminates the 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 the Contract had not been terminated; and
- c) Clauses 14.5.1d) to 14.5.1h) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the 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 the Contract if the remaining parts of the 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 the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly 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

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 7.5, 9.3, **Error! Reference source not found.**, 16.3 or Schedule 7 (Staff Transfer) of the Contract.

- 15.5 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.
- 15.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 15.7 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.7.1 Deductions; and
 - 15.7.2 any items specified in Clause 15.4.
- 15.8 If more than one Supplier is party to the 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.
- 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

- 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 every 6 Months.
- 18.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 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 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 entirely at fault.
- 18.8 The Supplier:
 - 18.8.1 must provide the Buyer with all Government Data in an agreed open format within 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;
 - 18.8.4 securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; 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 the 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 the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
- 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 Central Government Body, any successor body to a Central Government 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; and
 - 19.4.5 under Clauses 4.6 and 20.
- 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 the 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 48 hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within 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;
 - 20.2.2 comply with any Freedom of Information Act (FOIA) request; and
 - 20.2.3 comply with any Environmental Information Regulations (EIR) request.

- 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

- 21.1 If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.
- 21.2 If any removal under Clause 21.1 is so fundamental that it prevents the purpose of the Contract from being achieved or it materially changes the balance of risk and rewards between the Parties, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to rectify these issues and to amend the Contract accordingly so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.
- 21.3 If the Parties cannot agree on what amendments are required within 5 Working Days, the matter will be dealt with via commercial negotiation as set out in Clause **Error! Reference source not found.** and, if there is no resolution within 30 Working Days of the matter being referred, the Contract will terminate automatically and immediately with costs lying where they fall.

22. No other terms apply

The provisions incorporated into the 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 the Contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

24. Circumstances beyond your control

- 24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the 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 the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 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 the 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 the Contract or any part of it without the Buyer's written consent.
- 27.2 Subject to Schedule 27 (Key Subcontractors), the Supplier cannot subcontract the 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 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 the 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 the 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 the Contract cannot be agreed or resolved by the Parties, the Buyer can either:
 - 28.3.1 agree that the 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 the 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 the 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 the 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 9am 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 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 20 Working Days of the Start Date of the 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 breach 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 the Contract; and
 - 31.3.4 suspected that any person or Party directly or indirectly related to the 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.
- 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 the 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 the 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 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 the 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 the Contract where the Supplier has not paid a minor tax or social security contribution.
- 35.2 Where the Charges payable under the 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 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 the 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.

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 breach of:
 - 37.1.1 Law;
 - 37.1.2 Clause 16.1; and
 - 37.1.3 Clauses 31 to 36.
- 37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach 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 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 39.3 to 39.5.
- 39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.4, 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 39.3, 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 39.4.
- 39.6 The Supplier cannot suspend the performance of the 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 36 (Intellectual Property Rights)

1. Intellectual Property Rights

- 1.1. Each Party keeps ownership of its own Existing IPR. 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 the Contract or otherwise agreed in writing.
- 1.2. Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

1.3. Licences granted by the Supplier: Supplier Existing IPR

- 1.3.1. Where the Buyer orders Deliverables which contain or rely upon Supplier Existing IPR, the Supplier hereby grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 1.3.2.
- 1.3.2. The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license any Supplier Existing IPR which is reasonably required by the Buyer to enable it:
 - 1.3.2.1. or any End User to use and receive the Deliverables; or
 - 1.3.2.2. to use, sub-license or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,

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.

1.4. Licences granted by the Buyer and New IPR

- 1.4.1. "Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use the Buyer Existing IPR and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Contract Period or using or exploiting the New IPR developed under the Contract, including (but not limited to) the right to grant sub-licences to Subcontractors provided that:
 - 1.4.1.1. any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (Confidentiality) of the Core Terms; and

1.4.1.2. the Supplier shall not without Approval use the materials licensed under this clause for any other purpose or for the benefit of any person other than the Buyer. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

1.4.2. Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR in the table at Annex 1 to this Schedule 36 and keep this updated throughout the Contract Period.

1.5. Third Party IPR

1.5.1. The Supplier shall not use in the delivery of the Deliverables any Third Party IPR unless Approval is granted by the Buyer and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 1.5.2. If the Supplier cannot obtain for the Buyer a licence on the terms set out in Paragraph 1.5.2 in respect of any Third Party IPR the Supplier shall:

1.5.1.1. notify the Buyer in writing; and

1.5.1.2. use the relevant Third Party IPR only if the Buyer has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.

1.5.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

1.5.3. The Third Party IPR Licence granted to the Buyer shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Buyer to enable it or any End User to receive and use the Deliverables and make use of the deliverables provided by a Replacement Supplier.

1.6. Termination of licences

1.6.1. The Supplier Existing IPR Licence granted pursuant to Paragraph **Error! Reference source not found.** and the Third Party IPR Licence granted pursuant to Paragraph 1.5**Error! Reference source not found.** shall survive the Expiry Date and termination of this Contract.

- 1.6.2. The Supplier shall, if requested by the Buyer in accordance with Schedule 30 (Exit Management) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Supplier, grant (or procure the grant) to the Replacement Supplier a licence to use any Supplier Existing IPR or Third Party IPR on terms equivalent to the Supplier Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.
- 1.6.3. On expiry of the licence granted to the Supplier pursuant to Paragraph 1.4 (Licence granted by the Buyer) the Supplier shall:
 - 1.6.3.1. immediately cease all use of the New IPR and Buyer Existing IPR (including the Buyer Data within which the Buyer Existing IPR may subsist);
 - 1.6.3.2. at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the New IPR, Buyer Existing IPR and the Buyer Data, provided that if the Buyer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the New IPR, the Buyer Existing IPR and the Buyer Data (as the case may be); and
 - 1.6.3.3. ensure, so far as reasonably practicable, that any new IPR, Buyer Existing IPR and Buyer Data that are 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 containing such New IPR, Buyer Existing IPR or Buyer Data."

1.7. Supplier's Exploitation of New IPR

- 1.7.1. Notwithstanding the Supplier's ownership of the New IPR or licence which allows it to exploit and commercialise the New IPR:
 - 1.7.1.1. the Supplier must always offer a price and solution to the Buyer which is in accordance with the Charges and must licence the New IPR and Supplier Existing IPR to the Buyer on equivalent terms as apply under this Contract;

- 1.7.1.2. where the Supplier proposes to exploit the New IPR, that it provides a detailed proposal of its plans for exploitation of the New IPR and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Supplier which use the New IPR, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under the Contract; and any other information that would reasonably be required by the Buyer to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Buyer may reasonably request; and
- 1.7.1.3. where the Supplier proposes to discount the prices offered to the Buyer in return for the right to exploit the New IPR, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Paragraph 1.7.1.2 above have been applied to the price for the Deliverables offered to the Buyer and other potential End Users;
- 1.7.1.4. The Buyer shall be under no obligation to:
 - (a) offer the New IPR (where this is owned by the Buyer) or the Buyer Existing IPR on an exclusive licence basis or on any other alternative terms of licensing and ownership; or

- 1.7.1.5. accept any alternative arrangement proposed by the Supplier under this Clause and the Buyer shall be entitled to require the Supplier to deliver the solution on the basis of the same position on ownership and licensing of the New IPR (where this is owned by the Buyer) or Buyer Existing IPR applies as applies under this Contract. Such agreement does not confer any exclusive right on the Supplier to negotiate with the Buyer in relation to the New IPR (where this is owned by the Buyer), Buyer Existing IPR or any Crown IPR and the Buyer shall be entitled to licence, assign and otherwise deal with such IPR (where it owns such IPR) with any other person (except to the extent that the Buyer has entered into an exclusive licence with the Supplier in respect of such IPR pursuant to this Contract).
- 1.7.1.6. The Supplier acknowledges and agrees that the Buyer is under an obligation to comply with procurement Laws and state aid rules when considering proposals for alternative IPR arrangements and the Buyer will need to consider its position and approach on a case by case basis.

1.1.1. Notwithstanding the Supplier's ownership of the New IPR or licence which allows it to exploit and commercialise the New IPR:

1.1.1.1. the Supplier must always offer a price and solution to the Buyer which is in accordance with the Charges and must licence the New IPR and Supplier Existing IPR to the Buyer on equivalent terms as apply under this Contract;

1.1.1.2. where the Supplier proposes to exploit the New IPR, that it provides a detailed proposal of its plans for exploitation of the New IPR and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Supplier which use the New IPR, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under the Contract; and any other information that would reasonably be required by the Buyer to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Buyer may reasonably request; and

1.1.1.3. where the Supplier proposes to discount the prices offered to the Buyer in return for the right to exploit the New IPR, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Paragraph 1.1.1.2 above have been applied to the price for the Deliverables offered to the Buyer and other potential End Users;

1.1.1.4. The Buyer shall be under no obligation to:

(b) offer the New IPR (where this is owned by the Buyer) or the Buyer Existing IPR on an exclusive licence basis or on any other alternative terms of licensing and ownership; or

(c) accept any alternative arrangement proposed by the Supplier under this Clause and the Buyer shall be entitled to require the Supplier to deliver the solution on the basis of the same position on ownership and licensing of the New IPR (where this is owned by the Buyer) or Buyer Existing IPR applies as applies under this Contract.

- 1.1.1.5. Such agreement does not confer any exclusive right on the Supplier to negotiate with the Buyer in relation to the New IPR (where this is owned by the Buyer), Buyer Existing IPR or any Crown IPR and the Buyer shall be entitled to licence, assign and otherwise deal with such IPR (where it owns such IPR) with any other person (except to the extent that the Buyer has entered into an exclusive licence with the Supplier in respect of such IPR pursuant to this Contract).
- 1.1.1.6. The Supplier acknowledges and agrees that the Buyer is under an obligation to comply with procurement Laws and state aid rules when considering proposals for alternative IPR arrangements and the Buyer will need to consider its position and approach on a case by case basis.
- 1.1.2. If within three years of its creation, any Intellectual Property in the New IPR has not been commercially exploited by the Supplier, and the Supplier is not using its best endeavours to do so, the Supplier shall on written request by the Buyer promptly assign the Intellectual Property Rights in the New IPR to the Buyer. Each party shall bear its own costs in such assignment.

ANNEX 1: NEW IPR

Name of New IPR	Details

Schedule 1 (Definitions)

1. Definitions

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 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**";
 - 1.3.6 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;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 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;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

- 1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
- 1.3.13 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):
- (i) 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; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.4 In the 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;
"Allowable Assumptions"	means the assumptions (if any) set out in Annex 2 of Schedule 3 (Charges);
"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"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> (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 the 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 the 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"	<ul style="list-style-type: none"> (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 the 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 the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Data"	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Buyer's or End User's Confidential Information, and which:</p> <ul style="list-style-type: none"> (a) are supplied to the Supplier by or on behalf of the Buyer, or End User; or (b) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (c) any Personal Data for which the Buyer or End User is the Controller;
"Buyer Existing IPR"	means any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Central Government Body, any Crown

	IPR, and which are or have been developed independently of the Contract (whether prior to the Start 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 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"	<p>(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);</p> <p>(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 the Contract; and</p> <p>information derived from any of the above;</p>
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start 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 the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"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 the Award Form (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;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"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 the 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 the Contract from the earlier of the: (a) Start Date; or (b) the Effective Date (c) until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start 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 Terms"	the Buyer's terms and conditions which apply to and comprise one part of the Contract set out in the document called "Core Terms";

<p>"Costs"</p>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> (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; <p>but excluding:</p> <ul style="list-style-type: none"> (e) Overhead; (f) financing or similar costs; (g) 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; (h) taxation; (i) fines and penalties;
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	<p>(j) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and</p> <p>(k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"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 National Assembly for Wales), 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 the Contract (whether prior to the Start Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"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 the Contract;

"Default"	any breach of the obligations of the Supplier (including abandonment of the 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 the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation 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) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period");
"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 the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the 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"	<p>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 the Contract as:</p> <ul style="list-style-type: none"> (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 Start Date;
"Effective Date"	the date on which the final Party has signed the 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"	<p>the earlier of:</p> <ul style="list-style-type: none"> (a) the Expiry Date as extended by the Buyer under Clause 14.2; or (b) if the Contract is terminated before the date specified in (a) above, the date of termination of the 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 Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under Clause 15.1: (a) in the first Contract Year, the Estimated Year 1 Charges; or (b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or (c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"EU"	European Union
"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 the 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 the 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;

<p>"Financial Distress Event"</p>	<p>The occurrence of one or more the following events:</p> <ul style="list-style-type: none"> (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating 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 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: <ul style="list-style-type: none"> (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;
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	<ul style="list-style-type: none"> (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 the Contract; or <p>(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.</p>
"Financial Report"	<p>a report provided by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> (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 Start 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"	<p>means:</p> <ul style="list-style-type: none"> (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;

	<ul style="list-style-type: none"> (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"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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"	<ul style="list-style-type: none"> (a) the legislation in Part 5 of the Finance Act 2013 and; 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 as specified in the Award Form;
"Good Industry Practice"	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 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 National Assembly for Wales), 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"	<p>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:</p> <ul style="list-style-type: none"> (a) are supplied to the Supplier by or on behalf of the Buyer; or (b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/government-procurement-card--2;</p>
"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"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start 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"	<p>an assessment of the impact of a Variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the 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 Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the 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 the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;

"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 the Contract specified in the Award Form;
"Insolvency Event"	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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

	<p>companies or the solvent reconstruction of that person;</p> <p>(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;</p> <p>(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</p> <p>(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</p> <p>(a) 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;</p>
"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 the Contract;
"Intellectual Property Rights" or "IPR"	<p>(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;</p> <p>(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</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
"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,

	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 the 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 or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"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"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> (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 the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract, <p>and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;</p>
"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 Start 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;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"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"	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR. Unless otherwise agreed in writing, any New IPR should be recorded in Schedule 36 and updated regularly;</p>
"New IPR Item"	means a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	<p>means:</p> <p>(a) the Supplier commits a material Default; and/or</p> <p>(b) the performance of the Supplier is likely to cause or causes a Critical Service Level Failure;</p>

<p>"Occasion of Tax Non – Compliance"</p>	<p>where:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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;
<p>"Open Book Data"</p>	<p>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 the Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; (ii) 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; (iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and (iv) Reimbursable Expenses, if allowed under the Award Form; (c) Overheads;

	<p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Contract Period and on an annual basis;</p> <p>(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;</p> <p>(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</p> <p>(h) the actual Costs profile for each Service Period;</p>
"Open Licence"	means any material that is published for use, with rights to access and modify, 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 ;
"Open Licence Publication Material"	means items created pursuant to the 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 the Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Prohibited Acts"	<ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 the Contract; or (c) committing any offence: <ul style="list-style-type: none"> (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;

"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected (b) harm that might result from Data Loss Event; (c) state of technological development (d) the cost of implementing any measures <p>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;</p>
"Public Sector Body "	means a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"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"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> (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

	<p>accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> (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 the 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 (Implementation 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 the 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, in force as at the Start 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 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 the 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 as specified in the Award Form;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> (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 the 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
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into the Contract;
"Special IPR Terms"	any additional terms and conditions relating to IPR set out in the Award Form incorporated into the Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	<p>any:</p> <ul style="list-style-type: none"> (a) 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; (b) standards detailed in the specification in Schedule 2 (Specification); (c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13;

"Step-In Trigger Event"	<p>means:</p> <ul style="list-style-type: none"> (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 required under the Award Form; (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"	<p>means the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under the Contract following the completion of the Step-In Process;</p>
"Storage Media"	<p>the part of any device that is capable of storing and retrieving data;</p>
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> (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"	<p>any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;</p>
"Subprocessor"	<p>any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;</p>

"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 the 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 the Contract (whether prior to the Start 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 Para 1.3 of Schedule 36.
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <ul style="list-style-type: none"> (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 the 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 the 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 the Contract;

"Supplier's Confidential Information"	<p>(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;</p> <p>(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 the Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the 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 the 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 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 the 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 the Contract;
"Test Plan"	<p>a plan:</p> <p>(a) for the Testing of the Deliverables; and</p> <p>(b) setting out other agreed criteria related to the achievement of Milestones;</p>

"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the 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
"Transparency Information"	the Transparency Reports and the content of the 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 the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"UK 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 (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"Variation"	means a variation to the 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;

"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (Charges);
"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 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start 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 set out in the Annex of this Schedule.
- 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 five (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 fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be 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.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance Monitoring Reports (See schedule 10, service levels)	See schedule 10	TBC	Monthly

Schedule 20 (Processing Data)

Please note that a Data Protection Impact Assessment will be completed prior to the project commencement.

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 a 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.
- 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 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 of the Core Terms, 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 Personal Data Breach;
 - 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 all reasonable 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 unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- a) the transfer is in accordance with Article 45 of the UK GDPR (or section 73 of DPA 2018); or
 - b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information

Commissioner's Office from time to time, as well as any additional measures determined by the Controller;

- 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 where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- a) the transfer is in accordance with Article 45 of the EU GDPR; or
- b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the non-transferring 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

2.4.6 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 of this Schedule 20, 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 Personal Data Breach.
- 2.6 The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include 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 of this Schedule 20 (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 Personal Data Breach; 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 the 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 give 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 Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. 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.

3. Where the Parties are Joint Controllers of Personal Data

- 3.1 In the event that 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 to this Schedule 20 (*Processing Data*).

Independent Controllers of Personal Data

- 3.2 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.

- 3.3 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.
- 3.4 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 3.2 of this Schedule 20 above, 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.
- 3.5 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.
- 3.6 The Parties shall only provide Personal Data to each other:
- 3.6.1 to the extent necessary to perform their respective obligations under the Contract;
 - 3.6.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - 3.6.3 where it has recorded it in Annex 1 (*Processing Personal Data*).
- 3.7 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.
- 3.8 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 upon reasonable request.
- 3.9 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”**):
- 3.9.1 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

- 3.9.2 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 five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - 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.
- 3.10 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- 3.10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 3.10.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 3.10.3 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
 - 3.10.4 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.
- 3.11 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 (*Processing Personal Data*).
- 3.12 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 (*Processing Personal Data*).
- 3.13 Notwithstanding the general application of Paragraphs 2.1 to 2.14 of this Schedule 20 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 3.2 to 3.12 of this Schedule 20.

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 shall be with the Buyer at its absolute discretion.
 - 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
 - 1.2 The contact details of the Supplier's Data Protection Officer are: [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	<p>The Buyer is Controller and the Supplier is Processor</p> <p>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:</p> <p>Support to LAs (NDTi)</p> <ul style="list-style-type: none">- LA Employment Lead name- LA Employment Lead email address- LA Employment Lead organisation <p>Grants to LAs (NDTi & Family Fund ("FFBS"))</p> <ul style="list-style-type: none">- Name of Finance Lead- Email address of Finance Lead- Designated LA Bank Details- LA Funding Amount <p>Engaging Employers (DFN Project SEARCH)</p> <ul style="list-style-type: none">- Site Name,- Start Date,- Intern First Name (we do not have access to it, only colleges do)- Intern Last Name (we do not have access to it, only colleges do)- Intern Age- Intern Ethnicity- Intern Gender- Intern Guardian- Intern Postal Code (optional)- Intern Primary Disability

- Intern Secondary Disability (optional)
- InternSchool (optional)
- Intern Withdrawn (Yes/No)
- Intern Withdrawn Reason
- Intern Withdrawn Date
- Employment Employer
- Employment Industry
- Employment Hired By (Host business / Other)
- Employment Hours Per Week
- Employment Currency
- Employment Hourly Wage
- Employment Prevailing Wage (Yes / No)
- Employment Eligible For Company Benefits (Yes / No)
- Employment Seasonal Job (Yes / No)
- Employment Integrated Work Environment (Yes / No)
- Employment Job Category
- Employment Start Date
- Employment End Date

In addition, we are going to complete satisfaction surveys. NDTI is going to complete telephone surveys with LAs, as well as research into employment offers in LA websites

Quality Assurance (BASE)

The audits do not require us to gather sensitive information, apart from the name of the organisation and the rest of the audit can be anonymised.

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 Paragraph2 of the following Personal Data:

- Partners will share top-level, anonymised findings/outcomes (not the raw data) for the purpose of reporting and project coordination.

The Parties are Joint Controllers

The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:

- 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:

	<ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details 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,</i>
Duration of the Processing	August 2022- March 2025
Nature and purposes of the Processing	<p>LA Support: For the coordination and facilitation of support; and for the monitoring and payment of LA grants.</p> <p>Grants to LAs: The nature of the Processing means BACS payments can be made directly to local authority bank accounts. This will ensure local authorities can strengthen and build capacity in the Supported Internships programme.</p> <p>Engaging Employers: Intended purpose is for continual evaluation of the effectiveness of the Internship programme and to ensure inclusion (such as where gender pay is being assessed) is kept in focus and data is collected/sought to support or challenge current processes (via voluntary surveys). Findings will be shared with stakeholders and for fundraising purposes/marketing communications.</p>
Type of Personal Data	See above (section)
Categories of Data Subject	<ul style="list-style-type: none"> - LA staff and departments - Project Board member - Interns - Families - Carers - Graduates - Partners (e.g. tutors, job coaches, host businesses) - Employers

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p>The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.</p> <p>LA Grants: FFBS maintains an Information Asset Register detailing all information assets they “own”. These registers state the retention period applied together with any statutory or best practice regulations to be applied. Registers are reviewed with the Risk & Compliance team twice per year and a record of departmental actions is kept, ensuring that the registers are appropriately updated and the statements they make are adhered to. A retention audit will ensure that the information assets are retained to the correct timescale. Annual retention processes ensure that the FFBS major systems have the correct retention timeframes applied to their data. A Data Retention Schedule is included within the FFBS Data Retention Policy to guide and determine the correct retention timeframe for any information asset. 7 years is precedent for most of our accounting records and data.</p> <p>Engaging Employers: After the findings have been shared, we will be erasing the data from our internal system and will preserve the intern data in the secure member portal. In April 2025, a check will be completed by the DPO to ensure the data has been destroyed in accordance with guidelines. Bi-monthly meetings for the duration of the project will also take place, so this date will be kept uppermost.</p>
<p>Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract</p>	<p>Support to LAs: Third-party data centre or cloud hosting within the UK</p> <p>LA Grants: FFBS use a bespoke portal to implement the procurement solution and Net Helpdesk to perform the customer service functions.</p> <ul style="list-style-type: none"> • The portal is hosted on the cloud via IOMART servers. IOMART hold multiple ISO accreditations, Cyber Essentials, and are a recognised National Cyber Security Centre.

	<p>Protection is in place to counteract malware, log actions and processes, and scan for system or platform vulnerabilities.</p> <ul style="list-style-type: none"> • Net Helpdesk is ISO27001 certified and is also hosted on IOMART with the same security. <p>Both platforms host data inside the UK and regular penetration testing is undertaken to ensure the security of personal information on each system.</p> <p>Engaging Employers: Server in USA which hosts intern data, and all other data will be held securely via Google Forms. Our cyber security is managed by a third party company, Uniserve. All internal processes secure any data collected.</p> <p>Quality Assurance: We have confirmed our IT provider hosts within the cloud UK, our new Management system hosts within the USA but can demonstrate how they are compliant with all UK based Cyber security essentials- documents have already been sent to DfE.</p>
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	<p>Employees are trained in data protection good practice and know how to prevent a data breach (and what to do in the event of a breach).</p> <p>Assigned company DPOs undertaking extensive training in Data Protection (in addition to what is required, as an additional safeguard).</p>



Schedule 2 (Specification)

STRENGTHENING SUPPORTED INTERNSHIPS PROGRAMME: SPECIFICATION OF REQUIREMENTS

1. Introduction

- 1.1 The Department for Education's (DfE) vision for children and young people with Special Educational Needs and Disabilities (SEND) is the same as for all children and young people – that they achieve well in their early years, at school and in college; they find employment; lead happy, fulfilled lives; and experience choice and control.
- 1.2 We know that with the right preparation and support, the majority of children and young people with SEND are capable of gaining sustained, paid employment. The Government is committed to supporting more young people with SEND into employment. This is supported by the Education Secretary's priorities to support more people to gain the skills they need to get good jobs, and to improve outcomes for disadvantaged children and young people, including young people with SEND.
- 1.3 Supported Internships are a work-based study programme aimed at 16–24-year-olds with an Education Health and Care Plan (EHCP), who want to move into employment and who need extra support to do so. Supported Internships are designed to equip young people with the skills they need to secure and sustain employment through learning in the workplace. We know they work: the original trial of Supported Internships in 2012/13 showed that 36% of interns transitioned to paid employment. More recent data from established Supported Internship providers shows a much higher success rate.
- 1.4 Further information on Supported Internships is contained within the updated Supported Internships Guidance published at: <https://www.gov.uk/government/publications/supported-internships-for-young-people-with-learning-difficulties/supported-internships>.
- 1.5 Qualitative research conducted by CooperGibson Research (CGR) on Supported Internships provided rich evidence on models of delivery and critical success factors/barriers to effective delivery. The report was published in February 2020 and can be found at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/868461/Supported_Internships_Research_Report_February_2020.pdf.
- 1.6 Through this procurement we are aiming to strengthen the Supported Internships programme, by investing in activity that will allow the programme to grow sustainably, so that more young people can pursue a Supported Internship, while also driving up the quality of Supported Internships provision. In January 2021, there were c2,250 young people pursuing a supported internship. We are aiming to double the number of supported interns to 4,500 per annum, by the end of the contract period. This will lead to young people having greater choice and control relating to opportunities that prepare them for adulthood and employment, and will also improve employment outcomes for young people with EHC plans, as a result of them transitioning from a Supported Internship into sustainable, paid employment.

1.7 This will be achieved through the delivery of two separate, but interdependent contracts:

- Lot 1: Strengthening Supported Internship programme (detailed in this document)
- Lot 2: Delivery of Job Coach Training (please see 'Document 2b – Lot 2 Delivery of Job Coach Training Specification' which covers a specific contracted service)

1.8 Suppliers of both lots will be expected to work together collaboratively to achieve the overall aims, ensuring that activities align and are not duplicative or burdensome. The supplier (and their delivery partners) for Lot 1 will be required to cooperate with the supplier appointed to deliver Lot 2. This includes sharing initial benchmarking data and analysis on job coach numbers as required under Requirement 1.1 and using this analysis to direct the supplier of Lot 2 as to where job coach training should be prioritised.

1.9 Through the delivery of this contract, the supplier is expected to demonstrate a firm commitment to Theme 2 of the government's Social Value Model, "Tackling Economic Inequality". Specifically, the supplier is expected to offer supported employment placements and opportunities, such as Supported Internship placements, to young people with SEND.

2 Scope of Services

- 2.1 The specific aims of this contract are to strengthen and build capacity in the Supported Internships programme, aiming to double the number of young people on an internship from c.2,250 per annum currently, to c.4,500 per annum by the end of the contract period.
- 2.2 The requirements for the contract include the delivery of the following services in order to build capacity and improve the quality of provision:
- **Support to Local Authorities to establish and develop SEND employment forums, including administering and monitoring of section 14 grants**
 - **Engaging and supporting employers to offer high quality work placements**
 - **Establishing a sustainable process to improve the quality of Supported Internship provision, using a Quality Assurance framework**
 - **Communication activity**
 - **Programme co-ordination**
 - **Follow-on support (see below – at the discretion of the Department)**
- 2.3 This specification does not specify funding proportions for different elements of the contract as we want to encourage offers that consider all services described as a whole and complementary package. The supplier should ensure that the split of activities responds to the service requirements.
- 2.4 We are seeking an organisation which is committed to supporting young people with SEND into employment, is able to mobilise quickly, and which has capacity to deliver nationally on the requirements set out in detail below.
- 2.5 We encourage bidder innovation in how these services could be delivered, including ways to ensure full geographical coverage and address areas of highest need.
- 2.6 We expect this contract to be delivered nationally, with representation across all geographical areas in England, in order to build programme capacity and improve the experiences of young people with SEND across the country.
- 2.7 The supplier (and their delivery partners) is required to cooperate in and facilitate any evaluation activities by an independent evaluator, which we intend to appoint. This includes sharing data related to initial benchmarking activities, KPI data and other monitoring measures. For evaluation purposes, and where appropriate, data should be provided at an individual level e.g., awareness levels of individual participants as opposed to an overall awareness figure. The supplier is also expected to share the details of participants and stakeholders who have consented to take part in future evaluation activities.
- 2.8 The DfE reserves the right to add to or amend the range of the services as required.

3 Detailed Specification of Requirements (SoR)

This section provides the specification of requirements for the Strengthening Supported Internships Programme Contract. The SoR is divided into 4 sections, which are summarised below:

- Section 1: Core technical requirements
- Section 2: Additional technical requirement (The decision on whether to implement and fund this strand of activity via this contract is at the sole discretion of the Department.
- Section 3: Core general requirements
- Section 4: Performance monitoring requirements
- Section 5: Key deliverables and timeline

Section 1: Core technical requirements

1 Support to Local Authorities to establish and develop SEND employment forums, including administering and monitoring of section 14 grants

The DfE will make available up to £10.8m of grant funding for Local Authorities across England, to support them to establish and develop SEND employment forums and build capacity within local small and medium enterprises to host placements for supported interns. This will be a non-competitive grant: Local Authorities will not be required to bid for this funding. SEND employment forums aim to bring together all local partners e.g. Local Authorities (LAs), employers, schools/colleges, parents/carers, and young people to strengthen pathways into employment in their local area, including through Supported Internships. We will require LAs to use this funding to develop Supported Internships provision in their area, in line with our aim to double the number of young people pursuing a Supported Internship by 2025 and drive up quality of provision across the country. Further details will be set out in a grant letter.

The supplier will be responsible for administering and monitoring use of the grants through regular engagement with LAs and providing support to LAs as required.

When offering support to LAs, the contracted organisation should be aware of and align with the wider targeted support that will be available to those LAs that require additional support through a new Targeted Performance Improvement contract, funded by the DfE. This aims to accelerate improvement in the quality and consistency of local area SEND service delivery for children, young people and their families; and reduce the current variation in local area performance as evaluated by the Ofsted/CQC inspection framework.

No	Requirement
1.1	<p>The supplier will ascertain current SEND employment forum provision locally (or regionally if appropriate) across England. This will provide a benchmark for measuring progress and empower the contracted partner to target support to Local Authorities (as per requirement 1.4).</p> <p>The supplier will work with Local Authorities to ascertain current levels of trained job coaches in the area.</p> <p>The supplier will ascertain how many LAs include supported internships as a post-16 option in their local offer.</p>

1.2	<p>Up to £10.8 million of grant funding is available to develop and support LA SEND Employment Forums and build capacity within local small and medium enterprises to host placements for supported interns. This will be paid to the supplier through a Section 14 grant and the supplier will be expected to administer and distribute this funding to 152 Local Authorities.</p> <p>The supplier will be required to:</p> <ul style="list-style-type: none"> • develop and implement a robust plan for how they will manage the payment and administration of grants, including how they will undertake due diligence, management of risks, monitoring and assurance according to criteria developed with the Department; • support LAs in making grant claims, minimising the administrative burden and ensuring they understand the process; • undertake due diligence of grant claims, including quality assurance, anti-fraud measures, monitoring and auditing; • pay grant claims, where monitoring requirements are met; • provide monthly information on claims/demand against funding, enabling the Department to alter payment dates where needed; and • within one month of the end of each financial year: <ul style="list-style-type: none"> ○ Return any unclaimed funding to the Department ○ Identify and inform the Department of any underspends with individual LAs so that the Department can arrange a return • Demonstrate that they can meet departmental standards for sound financial management, including understanding risks and tackling and preventing fraud, in line with Cabinet Office grants guidance. • Demonstrate that they can provide evidence of compliance with regards to the Security requirements (Requirement 9).
1.3	<p>The supplier will be expected to provide quarterly reports to DfE regarding LA grant spend and the activities prioritised by LAs, ensuring that data and information collected is accurate and reliable, as part of management information requirements.</p>

1.4	<p>The supplier will provide support to local authorities to help them establish SEND employment forums in areas where these do not currently exist, including demonstrating the value of investment in the Forums and Supported Internships to LA leaders.</p> <p>The supplier will work with SEND Employment Forums to identify how to grow the Supported Internship programme in their area, in support of our national aim to double the number of supported internships from c.2,250 to c.4,500 per annum by 2025, while ensuring that the SI provision made is of high quality. Plans for growth will inform where job coach training (Lot 2 of this ITT) should be targeted. The supplier will share this information at the earliest stage with the supplier awarded Lot 2.</p> <p>The supplier will support sharing of best practice in approaches to SEND Employment Forums, including regional join up where appropriate, and will work with the Forums to ensure that Supported Internships and other pathways to employment are effectively captured in the LA's local offer.</p>
1.5	<p>The supplier will develop relevant resources for LAs to use to promote Supported Internships and to develop their SEND Employment Forums (as per section 4 below).</p>

2 Engaging and supporting employers to offer high quality work placements

Employer engagement is key to the effective delivery of Supported Internships. Raising awareness of supported internships and ensuring employers feel empowered and confident in offering placements to supported interns is critical to success.

The supplier should co-ordinate communications to and engagement with employers, targeting regional and national employers from different sectors and different size organisations, to increase awareness of the Supported Internships Programme and encourage them to offer Supported Internship work placements. The Supplier will also be expected to identify employers to be Supported Internship champions and produce resources to support employers to better understand supported internships and feel empowered to offer supported internship placements.

Local authorities play a key role in engaging employers locally through their SEND employment forums. Whilst in some areas, employer engagement is well-established locally, where this is not the case, the contracted organisation should play a role in providing support to LAs, for example, providing training to LAs to help them to build the skills to engage effectively with employers.

No	Requirement
2.1	<p>The supplier will be expected to engage with local authorities to understand their current approaches and mechanisms for employer engagement and the spread of employers, across different sectors and sizes of organisations, currently offering supported internship placements. This may be done, for example, through light touch surveys with LAs.</p>

2.2	<p>The supplier will support local authority SEND Employment forums, and their supported internship providers, to effectively engage with employers (including hard-to-reach employers) by providing relevant training on effective employer engagement techniques, delivered with input from individuals with experience in business and an understanding of recruitment drivers.</p> <p>The supplier should engage with The Careers & Enterprise Company to ensure activity is aligned with the support provided to schools and colleges through Enterprise Advisers and Coordinators.</p>
2.3	<p>The supplier should identify and secure Supported Internship employer champions, across different sectors and sizes of organisations, to publicly share their experiences of hosting Supported Interns and the benefits to their business/organisation, and encourage other organisations to commit to offering supported internship placements.</p>
2.4	<p>The supplier will develop resources for employers to promote supported internships and ensure employers feel confident in offering placements to supported interns. This should make clear the support available to employers both during internships and after - should they offer the young person employment. See section 4 below for more details.</p>
2.5	<p>The supplier should set out how they will utilise champions and the resources developed to drive up awareness of the Supported Internship programme and gain commitments from employers to offer work placements to Supported Interns.</p>

3 Establishing a sustainable process to improve the quality of supported internship provision, using a Quality Assurance framework

We are aware that there are varying levels of quality in supported internship provision across the country. As part of our grant arrangements in 2021-22, the Education and Training Foundation have developed a [Supported Internships Quality Assurance framework](#) for providers to conduct self-assessments of their supported internship programme against specified standards, and identify areas for improvement.

We want to ensure that all Supported Internship programmes across the country offer young people a high quality and effective pathway to employment. We therefore want to support providers to use the Quality Assurance (QA) framework to drive improvements to provision.

The QA framework and self-assessment approach needs to be trialled and tested, to ensure the model is effective and to make and necessary amendments. The supplier should also propose an approach to ensure self-assessments are an accurate reflection of provision, for example through peer review, or join up with sector experts.

The final process would need to be rolled out across the country, in a sustainable and cost-effective way.

We anticipate that a marker of quality could be introduced for providers who have conducted a self-assessment, and had their assessment reviewed to confirm that the provision meets a specified standard. We expect that the introduction of a quality mark will provide larger employers with the confidence to take on supported interns, and young people with SEND and their families with the confidence that Supported Internships are a worthwhile pathway to employment.

Any resources, training or materials created to support the use of the QA framework and review process should be hosted in the 'one stop shop' (see requirement 4.2).

No	Requirement
3.1	<p>The supplier will be required to establish a pilot programme to trial the use of the QA framework. This could include, for example:</p> <ul style="list-style-type: none"> • Trialling the self-assessment process with a minimum of 10 providers of different sizes, types and contexts across the country, to identify if any changes are required to the QA framework • Light touch auditing of the self-assessments, in consultation with the providers and their LA, to check self-assessments and proposed actions accurately reflect the quality of provision – the supplier will need to demonstrate how they will ensure there is no conflict of interest / bias in the audit process • Amending the framework based on feedback from the trial • Supporting LAs to promote the use of the QA framework through the SEND Employment Forums • Working with the SEND Employment Forums to encourage and facilitate transparency and openness within this process – with the aim of creating a culture where providers who complete a self-assessment share their result with the forums so progress can be monitored
3.2	<p>Following the pilot of the QA framework, the supplier will be required to develop and trial a review process to create a sustainable model for SI quality assurance and improvement in local areas that ensures value for money, working in consultation with LAs to support plans for expansion of the SI programme. This could include, for example:</p> <ul style="list-style-type: none"> • Developing, testing and finalising training to upskill providers to confidently review another provider's provision, including, e.g. coaching techniques, templates to complete the activities, and the opportunity to conduct a peer review alongside an experienced SI practitioner. The training should be rolled out across all regions in England, covering SI providers of different sizes, types and contexts. • Developing resources to support LAs to facilitate ongoing peer reviewer training via the SEND Employment Forums • Supporting SEND Employment Forums to facilitate and co-ordinate peer reviews between providers of different sizes, types and contexts, in their LA (or across LA boundaries, where appropriate)
3.3	<p>The supplier should suggest how the QA framework could be used to provide an independent marker of quality, for example, via the use of a kitemark.</p> <p>The supplier will be required to test the views of key stakeholders including young people with SEND and their families, SI providers and LAs / through the SEND Employment Forums on the value of introducing a quality-marker and how it would affect their opinion of SI provision.</p> <p>If testing indicates there is an appetite for an independent marker of quality, the supplier should set out a sustainable process for awarding and retaining this marker, drawing on the SEND Employment Forums.</p>

4 Communications activity

Effective communication activity will be key to raising the profile of Supported Internships amongst relevant audiences such as young people and their parents /carers, employers and strategic partners and eliciting appropriate levels of engagement.

The supplier will be expected to use innovative and digital methods of communication targeted at employers, young people and their families, providers, etc for encouraging/facilitating the sharing of best practice and high-quality provision.

No	Requirement
4.1	<p>The supplier will develop and implement a cost-effective communications strategy to raise awareness of Supported Internships, the resources available and the value/impact of SIs among relevant audiences, including:</p> <ul style="list-style-type: none"> • Young people • Their parents/carers • Employers, tailoring to different sectors and sizes of organisations as necessary • Strategic partners/commissioners in the LA <p>This may be delivered through local and/or regional events, through identifying and tapping into existing networks (including the SEND Employment Forums) or other channels. This list is not exhaustive.</p>
4.2	<p>The supplier should develop appropriate resources publicising, promoting and explaining Supported Internships (tailored to each audience) and host these on a “one stop shop” of information on Supported Internships. This may include relevant information, advice, guidance, training resources, best practice guides and case studies. The supplier should make use of existing resources wherever possible and ensure that all information and training resources are user-friendly and easily accessible. Development of these resources should be informed by evidenced good practice and, when appropriate, any emerging findings from the independent evaluation.</p>
4.3	<p>The supplier will need to demonstrate plans to publish any content produced to support the programme either on existing websites and platforms or on www.gov.uk. All plans will be subject to agreement and will follow DfE digital, data and technology governance processes, broadly outlined out in the technology code of practice. and in Requirement 9 ‘Security’ below.</p> <p>The supplier will implement the agreed solution subject to any modifications required as part of the approvals and governance processes and maintain any online presence for the duration of the term.</p>
4.4	<p>The supplier will need to consider the use of sustainable delivery models which can withstand variances in funding levels. The supplier should consider how activities can be delivered by digital means where appropriate, and ensure this is based on best practice of digital delivery and that engagement is continually monitored.</p> <p>The supplier should be aware that any proposed communications or marketing spend may be subject to Cabinet Office controls.</p>

5 Programme co-ordination

Effective programme co-ordination activity will be critical to ensure that activity between each of the strands of the programme is aligned and supports progress toward the target of doubling the capacity of the Supported Internships programme.

No	Requirement
5.1	<p>The supplier will be responsible for management and co-ordination activity, to ensure that the strands of the programme complement each other for maximum impact, in order to achieve the target of doubling the number of young people pursuing a Supported Internship per annum by the end of the contract period.</p> <p>For example, the supplier should work with the supplier contracted for Lot 2 to ensure that sufficient job coaches are trained and employers committed to offer work placements in line with LA SEND employment forum plans to grow the SI programme in their area.</p>
5.2	<p>The supplier will deliver this contract nationally, with representation across all geographical areas in England, in order to deliver real change and build capacity of the Supported Internship programme across the country. The supplier will use innovative approaches to deliver the services outlined in this ITT, including ways to ensure full geographical coverage and address areas and settings with highest need.</p>
5.3	<p>Activity to benchmark existing provision has been outlined under strands 1 and 2. The supplier will need to ensure that efforts to undertake this benchmarking are co-ordinated, in order to minimise the burden on LAs, supported internship providers and other stakeholders.</p> <ul style="list-style-type: none"> • The supplier will use this information to inform their plans, targeting activity towards issues and areas and settings with highest need, to ensure that the proposed activities progress us towards the aim of doubling the number of young people pursuing a Supported Internship per annum by 2025. • The supplier will ensure that all information and data collected is accurate and reliable, identifying any national trends where these exist.
5.4	<p>The supplier will be required to work with Local Authorities and supported internship providers to ensure that high quality, accurate data on the work undertaken as part of this contract is collected and available to DfE and the independent evaluator to inform our understanding of the reach and impact of the Strengthening Supported Internship program. This will mean ensuring that all local authorities submit robust returns on supported internships as part of the SEN2 and ILR data collections and that data is collected in a standard format on areas including (but not limited to):</p> <ul style="list-style-type: none"> • Number of employers, across different sectors and sizes of organisations, offering Supported Internships • Number of trained job coaches • Characteristics of supported interns (including, but not limited to, age, gender, ethnicity, primary need, prior attainment) • Number of supported interns who successfully transition to paid employment • Number of supported interns in sustained employment 6 months after participation in the SI programme

Section 2: Additional technical requirements

6 Follow-on support

In addition to the core requirements above, the Department may also choose to fund a trial of “follow-on support” for young people who complete a supported internship, in order that they:

- a) are supported to sustain paid employment or
- b) where they have not yet secured paid employment, they are supported to transition to adult services and access programmes available that will help them to continue to progress towards paid employment, joining up with activity funded via the DWP Local Supported Employment trailblazer where appropriate.

The decision on whether to implement and fund this strand of activity via this contract is at the sole discretion of the Department.

No	Requirement
6.1	<p>The supplier will develop and implement a support offer for young people who secure paid employment at the end of their supported internship, to help ensure that employment is sustained. This could include, for example:</p> <ul style="list-style-type: none">• Developing resources for employers and their employees to help them to better understand, support and include young people with additional needs in their workplace, including sign-posting to other support available• In-work advice/support for the young person, e.g. in managing specific issues arising
6.2	<p>The supplier will develop, implement and deliver a support offer for young people who do not immediately secure paid employment at the end of their supported internship, tailored to their specific needs to help them to find work. This could include, for example:</p> <ul style="list-style-type: none">• Short-term support in identifying appropriate work opportunities• Short-term support in applying for appropriate work opportunities• Supporting discussions with potential employers, including articulation of needs and necessary adaptations, and help to apply for Access to Work where appropriate• Offering a “warm handover” to DWP adult services, so that the young person can continue to access work-preparation programmes

Section 3: Core general requirements

This section covers general requirements that must be delivered as part of the Strengthening Supported Internships Programme contract. Bidders must demonstrate their ability to manage projects and programmes using established methodologies.

7 Project Management and Governance

To ensure timely and effective project delivery, including arrangements to monitor risk, finances, track contract spend against delivery, and track progress against KPIs, it is crucial that the supplier develops, implements and progressively refines robust yet responsive project management and reporting arrangements.

No	Requirement
7.1	<p>The supplier must have a clear leadership and governance structure in place that combines efficient decision making with accountability and transparency, and provide DfE with an outline of this (and any revisions). This structure must ensure that the required elements of the contract are given appropriate focus and resource through the life of the contract, and that decisions or activities to be included in sub-contracting arrangements are aligned with the required outcomes specified.</p>
7.2	<p>The supplier must ensure there are sufficient staff with the right skills and expertise to manage the efficient and effective delivery of the programme, outlining the proposed staffing and management structure in an organisational hierarchy, clear areas of responsibility and lines of accountability.</p> <ul style="list-style-type: none"> • This should include details of key operational and strategic posts, the rationale for these posts and the skills required to undertake those functions • Where personnel are not already in place, evidence must be provided of the recruitment processes for those roles, and from what point in the contract the roles will be required. • Skills and qualifications of identified Key Personnel should cover all major aspects of the Service including commercial management, project management, technical skills and general management. <p>The supplier must agree with DfE which posts are considered as key posts, where knowledge or skills are critical to success. Key posts will need to be identified in the bid.</p> <p>If bidding as a consortium, this should include the responsibilities of different consortium members, including who leads the consortium, and how they will work together and provide coordinated reporting to the department, including an effective approach to managing potential conflicts of interest and any confidentiality agreements that will be in place with consortium members. If applicable, this should also include details of any sub-contractors and provide clarity as to how sub-contracting arrangements and packages of work combine to deliver the required outcomes as specified.</p>

7.3	<p>The supplier must outline the governance systems they will have in place to do the following:</p> <ul style="list-style-type: none"> • Monitor key risks and issues (providing evidence of how potential problems are identified as early as possible so that corrective actions can be taken to keep delivery on track). • Monitor finances/track contract spend against delivery • Track progress against indicative key performance indicators (KPIs) • Provide management information (MI).
7.4	<p>The bidder will be expected to deliver:</p> <ul style="list-style-type: none"> • An outline plan to highlight key project milestones. • A detailed project plan (including set up/mobilisation) that clearly articulates how the supplier will deliver the specification, outlining: <ul style="list-style-type: none"> ○ critical activities to be undertaken to achieve each milestone, and associated KPIs ○ the resource required for each of those activities ○ if working as a consortium which members of the consortium (and stakeholders where appropriate) will lead each activity ○ a step by step plan for establishing systems and processes to deliver the requirements

7.5	<p>The successful bidder will be expected to deliver:</p> <ul style="list-style-type: none"> • A Project Initiation Document (PID) which clearly sets out the project for the delivery of services at the outset of the contract. The PID must cover all aspects of the delivery of the Project, including operational delivery, governance and interfaces with other organisations (where applicable). The PID should include and not be limited to: <ul style="list-style-type: none"> ○ risk management process / risk register defining specific risks or issues in delivering the proposal, associated mitigations and contingencies ○ an issue log ○ a change control register ○ communication plan ○ quality plan and logit ○ product descriptions (as appropriate) ○ exception reports ○ lessons learned log ○ equality plan and management <p>The supplier must obtain DfE approval for a plan of comprehensive corrective actions, mitigations and specific timescales in the event of any slippage, in order to restore progress back to plan.</p>
7.6	<p>The supplier must document, provide and maintain all processes and procedures utilised in the delivery of the services, including interfaces with other relevant parties, ensuring that all relevant standards are applied or adhered to including project management methodologies.</p>
7.7	<p>Prior to the commencement of the contract, the supplier must discuss and demonstrate the readiness and appropriateness of plans, processes, systems (both internal and external), data interfaces with external or third party suppliers, resourcing and any other factors required to enable the reliable completion of the contract. The supplier should also demonstrate their readiness to cooperate in and facilitate any evaluation activities by an independent evaluator.</p>

7.8	The supplier must ensure that day-to-day operational management and contract management of the programme, both at design and delivery stages, is of an excellent quality and is conducted professionally, against agreed ways of working and standards of behaviour, by building a collaborative working relationship between the supplier and DfE. The supplier must provide a contract management plan to support this.
7.9	Where the supplier is delivering the required services through a consortium or subcontractors, the supplier must manage subcontracts with third party suppliers, including working with and overseeing third party delivery organisations as appropriate or necessary, and quality assure activity delivered through partners or subcontractors.
7.10	<p>The supplier must attend any meetings as reasonably requested by DfE at locations determined by DfE, including attending and preparing for service monitoring meetings with the department Contract Manager on a monthly basis, or as agreed with DfE.</p> <p>The supplier will also be expected to show evidence of arrangements for regular internal progress update meetings.</p>
7.11	<p>As part of exit and transition planning:</p> <ul style="list-style-type: none"> • The supplier will provide and maintain a detailed, fully resourced and costed exit and transition plan to ensure the smooth transition of services to a successor service provider, if applicable. • The supplier will provide a detailed statement in the exit and transition plan of all its requirements for the support it requires from DfE to ensure smooth transition of service to any applicable successor service provider at the expiry or termination of the contract. • The supplier must provide, and maintain, a list of all assets, for example materials software, data, people, contracts and other agreements planned to be used in the delivery of services. • The supplier must identify assets that it anticipates will be transferred to DfE on expiry or termination of the contract. The supplier must also document the arrangements for handing over such materials to DfE. • The supplier should ensure that there is a formal closure procedure and an exit strategy in place for handover of the system, if required, to be completed within three months of the contract start date, including: <ul style="list-style-type: none"> ○ Any necessary Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) arrangements. ○ A clear summary of outputs (including participation), lessons learned and outstanding issues arising during the contract. ○ The methodology for transferring any data or products to DfE or another supplier.

7.12	<p>The supplier must ensure that their Business Continuity Management System (BCMS) is aligned to BS25999, meets the Cabinet Office SPF requirements and has been approved by the supplier board/executive and by DfE.</p> <p>The supplier must develop, provide and maintain an incident management plan and business continuity plan that ensures no interruption to or failure of service such, that successful delivery of the project is at risk.</p>
7.13	<p>The supplier must share knowledge acquired during the contract term:</p> <ul style="list-style-type: none"> • With DfE to improve awareness of strategic approaches and system intelligence, including on (but not limited to) any identified potential refinements to the delivery approach; • With the supplier appointed to deliver Lot 2 Delivery of Job Coach Training • With the supplier appointed to conduct the independent evaluation • If so requested by DfE, with other suppliers delivering similar programmes on DfE's behalf; and • Subject to DfE approval or if so requested by DfE, with other internal and external stakeholders, including (but not limited to) within the context of programme meetings and through the medium of presentations linked to findings of the programme.
7.14	<p>The supplier must hold, and permit DfE open access to detail relating to all activities undertaken in delivering the services. The supplier must comply with any reasonable requests for information from DfE.</p>
7.15	<p>The supplier must formally close the contract order by providing a Project Closure report. This report shall cover all aspects of the delivery of the Project. The supplier must provide an action plan detailing how any follow on actions should be applied for the benefit of similar contracts in the future.</p>

8 Quality Management and Assurance

The supplier will be expected to have quality assurance processes in place to ensure delivery is of high quality, including meeting government Accessibility Requirements. Suppliers will be expected to have high levels of engagement with stakeholders from across the Supported Internship programme to ensure that this is the case.

No	Requirement
8.1	The supplier must adopt all relevant and applicable quality standards across the range of activities and requirements in the services. Relevant standards might include, but are not limited to, British standards in areas such as information security and quality management.
8.2	The supplier must ensure that all project staff, engaged in the delivery of the services have a level of knowledge of the contractual terms and conditions commensurate with the level of their responsibility and involvement.

8.3	The supplier shall nominate an individual who will act as the point of contact for quality issues.
8.4	<p>The supplier must:</p> <ul style="list-style-type: none"> • Work with DfE to agree key delivery KPIs once the programme has been designed, including reaching agreement on design questions such as participant numbers. • Develop, agree with DfE and subsequently implement robust processes for gathering and disseminating insights to inform continuous improvement. • Ensure Quality Assurance plans are in place for the programme delivery and any resources created, providing the DfE with information from Quality Assurance reports in a timely manner if requested.
8.5	The supplier will incorporate the views of children and young people with SEND (and their parents / carers) in the development of programme activities, including involving those representing a broad range of condition-specific needs, and from diverse backgrounds. This could, for example, be through a steering group who provide feedback throughout the life of the programme, or through specific support for programme delivery, including as supported interns.
8.6	The supplier will ensure incorporation of the views of the key stakeholders such as supported internship providers, LAs, education providers, and other government departments, to test, shape, and potentially pilot content, in agreement with DfE, to ensure the offer meets the needs of the intended audience and will achieve our aims. This includes ensuring the offer avoids duplication and complements existing government-funded activities.
8.7	The supplier (and their delivery partners) is required to cooperate with the supplier appointed to deliver Lot 2. This includes sharing initial benchmarking data and analysis on job coach numbers as required under 1.1 and using this analysis to direct the supplier of Lot 2 as to where job coach training should be prioritised.
8.8	<p>The supplier (and their delivery partners) is required to cooperate in and facilitate any evaluation activities by an independent evaluator, which we intend to appoint. This includes sharing data related to initial benchmarking activities, KPI data and other monitoring measures. For evaluation purposes, and where appropriate, data should be provided at an individual level e.g., awareness levels of individual participants as opposed to an overall awareness figure.</p> <p>The supplier is also expected to share the details of participants and stakeholders who have consented to take part in future evaluation activities.</p>
8.9	The supplier should consider how the programme will meet the needs of young people with EHC plans who, for example, are or have been, Children in Need (including those on Child in Need Plans, Child Protection Plans and Looked-after Children), as well as Care Leavers, or otherwise recognised as vulnerable, and have a range of different characteristics, e.g. age, ethnicity, gender.

8.10	The supplier must ensure any proposed products and services follow government Accessibility Requirements and the government Technology Code of Practice and Service Standard .
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9 Management Information

Management information (MI) is critical for DfE to assist performance management of the contract and also to respond expediently to Parliamentary Questions/Freedom of Information requests. Bidders must commit to being open and transparent and demonstrate a willingness to share information throughout the life of the contract.

No	Requirement
9.1	As part of LA grant monitoring activity, the supplier will be expected to collect data from LAs and provide quarterly reports to DfE regarding LA grant spend and activity, ensuring that data and information collected is accurate and reliable.
9.2	The supplier will collect and report MI (including, but not limited to, participation, e.g. participant / respondent data, usage / engagement statistics; performance data, e.g. user satisfaction levels, including qualitative feedback on events / interactions, impact on individual / setting provision; marketing activity and financial spend) to support effective project management and continuous improvement, and to supply to other relevant organisations, including DfE, the National Audit Office, and any appointed evaluation contractor. DfE reserves the right to add to the Management Information requirements during the life of the contract. This is in addition to the information requirement listed under section 5.4.
9.3	The supplier is required to submit to DfE MI and performance reports based on all services delivered for the contract. As part of contract negotiations, the supplier must set out a plan for provision of Management Information that will support the specific requirements set out under section 5 above, wider contract management, performance discussions and evaluation activities. We anticipate that this will include MI being submitted on a monthly basis, with quarterly summaries and on an ad hoc basis when necessary.
9.4	The supplier should ensure any data or management information transferred to DfE or employers is done so in an agreed government secure method.
9.5	The supplier should provide to DfE all reasonable support and assistance in responding to any ad-hoc or urgent data requests to which Officials are required to respond as a consequence of legislative requirements or constitutional convention, including (but not limited to) requests under the Freedom of Information Act 2000 or the Data Protection Act 2018, requests from Ministers, and questions submitted by Members of Parliament; such support and assistance to be provided in a flexible and timely manner within the agreed timescales and at no additional cost to DfE.
9.6	The supplier must take appropriate action to ensure that at all times the collection and transfer of information complies with the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), including the inclusion of specific statements (on which DfE will

	advise) in a privacy notice to be issued to participants, and ensuring the secure storage and transfer of data.
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10 Security

DfE enforces strict security procedures to ensure the work environment and working practices throughout the supply chain are secure.

No	Requirement
10.1	<p>The supplier must ensure that a security manager is appointed who shall have ultimate responsibility for all aspects of information governance and security management relating to the supplier services.</p> <p>No later than 10 business days after the effective date the supplier must produce and adhere to a security plan, based on and compliant with the mandatory requirements of the latest HMG Cabinet Office Security Policy Framework.</p> <p>The supplier will in conjunction with the DfE undertake an accreditation triage of the 'Business impact level' of the data to be processed, managed or otherwise used by the supplier or their sub-contractors to ensure the security controls meet the require levels of the current DfE risk appetite.</p> <p>Dependent upon the data involved and the outcomes of the accreditation triage the supplier may have to produce either a full Risk Management Accreditation Documentation Set (RMADS) or comply with a commercial assurance based on meeting the Cabinet Office SPF mandatory requirements.</p> <p>The supplier must complete the Supplier Assurance Framework.</p> <p>Further details on requirements are included in the following links:</p> <p>https://www.gov.uk/government/publications/security-policy-framework</p> <p>https://www.gov.uk/government/publications/government-supplier-assurance-framework</p> <p>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</p>
10.2	<p>The supplier must require that any Sub-Contractor(s) are operating acceptable security policies, in line with the requirement at 9.1 above. The supplier must confirm that a Sub-Contractor's security policies are acceptable, in line with the agreed requirements as at .1 above prior to letting the relevant sub-contract. The Sub-Contractor must agree to provide documented evidence of meeting these requirements to the DfE, including the</p>

	completion of the Cabinet Office Security Policy Framework.
10.3	The supplier must ensure that all physical and logical movement of materials are secure and meet latest HMG Information Assurance requirements. Suppliers must present in advance to the DfE proposals for all methods of movement of materials both physical and logical. These proposals must be pre-agreed by the DfE prior to any materials movements.
10.4	No materials or data related to the services shall be transferred or processed outside of the UK at any time, unless DfE has given its explicit consent to such transfer or processing.
10.5	The supplier will co-operate with DfE at all times to allow access to supplier and any sub-contractor premises and systems and to provide assurance that all plans, policies and procedures are being complied with by the supplier, or to verify any suspected security issues.
10.6	The supplier must ensure all staff working on the contract sign a confidentiality agreement and a security declaration confirming they will comply with the supplier's security policy and standards. DfE may request evidence of this at any time. Failure to provide evidence will be a breach of the contract.
10.7	The supplier must register with and at all times remain compliant with the Cyber Essentials Scheme, including the requirements for basic technical protection from cyber attacks for all services which include digital delivery.

11 Equalities

DfE requires suppliers to ensure that their services and resources are accessible, have considered equality, diversity and inclusion as part of their ways of working, and that they comply with the Equality Act 2010.

No	Requirement
11.1	The supplier will at all times comply with and require that its sub-contractors comply with the Equality Act 2010. Evidence of complicity may be sought at any stage within the contract.
11.2	The supplier will provide reports and other Management Information to DfE, at intervals to be agreed, to demonstrate that the supplier and its sub-contractors are fulfilling their obligations under the Equality Act 2010.
11.3	The supplier shall agree and implement any changes to the equality plan in line with DfE Change Control Procedure.
11.4	The supplier shall nominate a representative for all equalities issues.

11.5	The supplier shall produce an equality plan for the contract outlining their commitment and compliance to the Equality Act 2010 and report at regular intervals (checkpoint reports) and include a final statement within the final administration report.
11.6	The supplier will demonstrate that guidance on accessibility, diversity and inclusion has been considered its ways of working.

12 Financial requirements and value for money

DfE expects to see a fixed cap on any expected expenses. All travel and subsistence costs must be in line with DfE thresholds (available upon request). DfE will have no direct role in payment management arrangements outside the sole contract with the successful supplier.

Funds allocated to a particular accounting year will be available for that accounting year only and cannot be rolled over to any subsequent accounting years. Reprofiling of individual budget headings within an accounting year will be permitted, subject to approval by DfE and satisfactory justification being supplied.

VAT will be charged where applicable on elements within the agreed contract. Where the contract price agreed between DfE and the supplier is inclusive of any VAT, further amounts will not be paid by DfE should a vatable supply claim be made at any later stage. The supplier must investigate VAT issues with HMRC, identify which services are exempt and which would be classified to attract VAT at the prevailing rate. The supplier shall add VAT to the price at the prevailing rate as applicable.

No	Requirement
12.1	<p>The supplier will deliver the contract within their quoted bid price, with representation across all geographical areas in England. The supplier will:</p> <ul style="list-style-type: none"> • Show how the contract offers the best value for money, within the set budget, against the requirements set, showing rationale and clearly evidenced costs calculations • Monitor and evaluate the contract delivery costs, presenting clear plans within their bid for how they will record and report where costs may increase/decrease and their potential impact on delivery, and how they will review running costs, delivery numbers and implement spend and delivery plan changes for the contract period • Manage payment arrangements with third party suppliers. • Prepare options about the longer-term sustainability of the programme.
12.2	The supplier will be required to supply DfE with a quarterly breakdown of expenditure incurred against each budget heading, with explanations of any variances against profile. Throughout the term, the supplier shall further be required to provide complete and accurate open-book financial and non-financial information which is sufficient to enable DfE to verify the charges already paid or payable and charges forecast to be

	paid during the remainder of the contract.
12.3	The supplier shall be entitled to invoice DfE quarterly in arrears according to profile. The invoiced amount (excluding any management fee and any clawback applied) must be fully reconciled with costs incurred over the preceding three-month period. DfE will consider other profiles in arrears providing satisfactory justification is supplied as part of the bid.
12.4	The supplier's financial accounting system must be able to capture all financial and system coding in order to fulfil management and statutory accounting. The supplier shall ensure VAT is correctly accounted for and charged to the Department where appropriate. It is for the supplier to ensure compliance with VAT requirements. For clarity refer to the HMRC rules and regulations.
12.5	The supplier will ensure where BACS is used that BACS information is controlled and kept secure in order to reduce the risk of fraud. All payments must be countersigned and have the necessary approval documents/receipts that must be attached and made available prior to payment. All work needs to verify that it has been completed and delivered.
12.6	The supplier must pay all sub-contractors within 30 days of receipt of invoice.
12.7	<p>The supplier must submit invoices by email to the DfE accounts payable team and copied to the relevant contract manager and payment manager. The DfE contract manager will approve the invoice without unreasonable delay and it should be paid within 30 days of the end of the relevant invoicing date. Payments will be made by BACS transfer following receipt of a valid invoice. The successful supplier should provide details of any discounts for prompt payment.</p> <p>The supplier must make the following information available on their invoice:</p> <ul style="list-style-type: none"> • full address • contact number • VAT number (VAT number may or may not be applicable depending on the size of the organisation). <p>All payments are to be triggered by DfE's acceptance of milestone deliverables. An invoice for each milestone deliverable, which may comprise various goods and services, may be submitted after DfE has communicated its acceptance of that milestone deliverable to the supplier.</p>
12.8	The supplier will instigate a fraud detection and response plan so that all controls are setup on the system.

Section 3: Performance monitoring requirements [PLEASE NOTE THAT THE FINAL AGREED SERVICE LEVELS WITHIN SCHEDULE 10 TAKE PRECEDENCE]

The key performance indicators (KPIs) provided in the table below are indicative. Actual KPIs will be specified in the contract. The supplier will be required to propose a clear set of ambitious and achievable KPIs which meet the specifications set out in this ITT. These will then be agreed in discussion with DfE. The agreed KPIs are expected to be an evolving document that will be amended as appropriate through the contract lifetime, to reflect changes in the environment and developments in the contract itself. The supplier will demonstrate commitment to meeting all KPIs proposed in their bid and agreed with DfE, be committed to monitoring and reporting on progress towards meeting KPIs, and agree to put at risk a proportion of the annual delivery costs - which shall be agreed with DfE, against the non or under-achievement of the KPIs.

Managing key performance requirements is essential to delivering this project on-time and in full. Key performance requirements will be monitored throughout the life of the project and form part of the contractual relationship.

No.	Service Requirement
1	<p>Support to Local Authorities to establish and develop SEND employment forums, including administration and monitoring of section 14 grants</p> <p>KPI1A: Effective and timely administration, distribution and assurance of s14 grant funding to 152 LAs, including the identification and return of any underspends.</p> <p>KPI1A(i): Grant monitoring guidance circulated to all LAs by 1 September 2022.</p> <p>KPI1A(ii): First grant payment made to LAs by September 2022.</p> <p>KPI1A(iii): 100% of grant claims paid within 30 days of receipt, subject to fulfilling monitoring requirements.</p> <p>KPI1A(iv): Due diligence, fraud and risk checks applied, so 100% of payments are made correctly, to the right organisations, and any claims that do not meet requirements are withheld.</p> <p>KPI1A(v): 100% of underspend is repaid to DfE within one month of the end of each financial year.</p> <p>KPI1A(vi): 100% of identified underspends by LAs are reported to the department within one month of the end of each financial year so that a return can be arranged.</p> <p>KPI1B: Effective monitoring of grants made to local authorities with clear monitoring information returned quarterly to the DfE, in line with contract management processes, regarding how funding is spent.</p> <p>KPI1C: Existing engagement in forums in local areas is mapped and gaps and weaknesses identified by the end of the first six months of the contract – and review this in each year of the contract, working towards all 152 Local Authorities having a Forum in place (or engagement in a regional forum, where appropriate) by March 2024.</p> <p>KPI1D: Effective support offered to local authorities to establish SEND employment forums in areas where they currently do not exist, and to improve effectiveness of established forums as appropriate (levels of support and related KPIs to be determined in contract negotiations). Supplier to collect and monitor satisfaction levels from LAs regarding the support they have received (suggested 90% satisfaction rate).</p>

		KPI1E: Increases in the number of Local Authorities that include Supported Internships as part of their published local offer – aiming for all 152 Local Authorities by the end of 3 years
2	Engaging and supporting employers to offer high quality work placements	<p>KPI2A: X number (to be agreed through contract negotiations) of Supported Internship employer champions, across different sectors and sizes of organisations, identified and active by March 2025.</p> <p>KPI2B: X number (to be agreed through contract negotiations) of training sessions provided to LA SEND employment forums to support them to engage employers in Supported Internships. Supplier to collect and monitor satisfaction levels from LAs regarding the support received (suggested 90% satisfaction rate).</p> <p>KPI2C: X number (to be agreed through contract negotiations) of new employers signed up to offer Supported Internships placements, and connected with their local SEND Employment Forum.</p>
3	Establishing a sustainable process to improve the quality of supported internship provision, using a Quality Assurance framework	<p>KPI3A: Self-assessment process using the QA Framework trialled with a minimum of 10 providers of different sizes, types and contexts across the country, and light-touch audit completed by end of December 2022.</p> <p>KPI3B: QA framework updated as required by end December 2022.</p> <p>KPI3C: Peer review process and training developed and trialled with a minimum of 10 providers of different sizes, types and contexts across the country by the end of March 2023.</p> <p>KPI3D: Peer review training rolled out across all regions: X sessions (to be agreed in contract negotiations) to be delivered in 2023-24 and 2024-25.</p> <p>KPI3E: Quality mark is developed, trialled and finalised by end of March 2023 (pending trial / scoping).</p> <p>KPI3F: A minimum of 100 self-assessments are completed and peer-reviewed (including providers of different sizes, types and contexts) across the country by March 2024, and a further 100 by the end of the March 2025.</p> <p>KPI3G: Supplier ensures there is an embedded model for ongoing and sustainable quality assurance of SIs by the end of March 2025.</p>
4	Communication activity	<p>KPI4A: Development of resources for specific audiences, for example young people, parents/carers, employers (of different sizes and sectors), education providers, LA leaders/commissioners.</p> <p>KPI4B: Supplier to collect and monitor engagement levels of activities across different audiences i.e. from those who have attended events/ received resources etc, which should be broken down by role type, geographical area, setting type, etc.</p> <p>KPI4C: Supplier to collect and monitor satisfaction levels of user interactions (suggested 90% satisfaction rate) i.e. from those who have attended events/ received resources etc, which should include measures re:</p> <ul style="list-style-type: none"> ○ KPI4C(i): How informed young people and their parents/carers feel about Supported

		<p>Internships</p> <ul style="list-style-type: none"> ○ KPI4C(ii): How confident employers feel about offering Supported Internships ○ KPI4C(iii): How supported SEND Employment Forums feel in making the case for an ongoing focus on pathways to employment with LA leaders
5	Programme co-ordination	<p>KPI5A: Demonstrate progress against planned increase to the number of young people pursuing Supported Internships on a quarterly basis to the DfE, in line with contract management processes – rising to 4500 young people per annum by the end of March 2025.</p> <p>KPI5B: Demonstrate sustained or increasing transition to paid employment rates for young people who complete supported internships.</p>
6 (optional requirement)	Follow-on support	<p>KPI6A: Follow-on support model developed and trialled by December 2023.</p> <p>KPI6B: Supplier to collect and monitor satisfaction levels of user interactions (suggested 90% satisfaction rate) from those who have received follow-on support as part of the trial, which should include measures re:</p> <ul style="list-style-type: none"> • KPI6B(i)How confident employers and their staff feel about supporting employees with additional needs • KPI6B(ii) How supported young people feel in addressing issues arising in the work place • KPI6B(iii) How supported young people feel in taking steps to pursue paid employment <p>KPI6C: Number of young people supported to find paid employment in the 6 months after their internship ends.</p> <p>KPI6D: Number of young people supported to access ongoing adult-services work preparation programmes in the 6 months after their internship ends.</p>

○ **Section 4: Key deliverables and timeline [PLEASE NOTE THAT THE UPDATED IMPLIMENTAITON PLAN WITHIN SCHEDULE 8 TAKES PRECEDENC]**

Initial and immediate project deliverables are provided in the table below. These should be adapted and added to in your proposal, to cover proposed activities under each workstream. More fixed dates will be agreed at start-up meeting.

No	Deliverables	Due Date
1	<p>Project Management</p> <p>Start-Up Meeting</p> <p>Supplier will provide:</p> <ul style="list-style-type: none"> Detailed project plan for review and joint sign-off, demonstrating proposed activity against each of the programme strands set out in the Core Technical Requirement, including effective management and co-ordination to ensure alignment of different strands, regional and national coverage (addressing areas and settings of highest need) and value for money. Detailed plan for when checkpoints will be held for review and joint sign-off Detailed project risk and issue log (Risk Log) for review and joint sign-off Project Initiation Document (PID) Evaluation strategy to support continuous improvement of activities. This may include (but will not be limited to): surveys of participant satisfaction; analysis of learning outcomes; improvements against the programme aims; and the commissioning of impact / case studies. <p>DfE will provide:</p> <ul style="list-style-type: none"> Clarification of any service requirements 	<p>1 August 2022</p> <p>Evaluation strategy by 30 September 2022</p>
2	<p>Checkpoint Meetings and Management Information</p> <p>To attend regular Checkpoint meetings at least once a month, although they may need to be more frequent at some stages of the project. These meetings may be held as telephone conference calls. Checkpoint reports to be submitted to DfE two working days in advance of each Checkpoint meeting.</p>	To be agreed at start-up meeting
3	<p>Benchmarking activity</p> <p>The supplier should undertake relevant benchmarking activity (including, but not limited to the benchmarking activities set out in the Core Technical Requirements) in order to inform delivery of the activities, and support</p>	Initial benchmarking shared with DfE by October 2022

No	Deliverables	Due Date
	monitoring of progress.	
4	Support to Local Authorities to establish and develop SEND employment forums, including administering and monitoring of section 14 grants Initial payment of s14 grant, and ongoing schedule determined. Quarterly monitoring and reporting on LA use of grant.	Initial payment of s14 grant to LAs by September 2022 LA grant monitoring data provided to DfE on quarterly basis
5	Project closure Provision of a Project Closure report detailing all aspects of the delivery of the Project. Provision of an action plan detailing how any follow on actions should be applied for the benefit of similar contracts in the future.	31 March 2025

Schedule 3 (Charges)

[REDACTED]

Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 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	22/07/2022	NDTi charge out day rate	In perpetuity
2	22/07/2022	Charge out rates of partners (BASE and DFN Project Search)	In perpetuity
3	22/07/2022	Salary details of staff at NDTi, BASE and DFN Project Search which may be held and identified within the context of the commercial envelope	For the duration of this contract

Schedule 8 (Implementation Plan)

Part A - Implementation

1. Definitions

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

"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Implementation Period"	has the meaning given to it in Paragraph Error! Reference source not found. ;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 14 days after the Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 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 Implementation Plan.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 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;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 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 Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its 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); or
 - b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 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
 - 6.1.5 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).

7. Implementation Plan

- 7.1 The Supplier's full service obligations shall formally be assumed on the Start Date as set out in Award Form.
- 7.2 In accordance with the Implementation Plan, the Supplier shall:
 - 7.2.1 work cooperatively and in partnership with the Buyer , where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.2.2 work with the Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.2.3 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.3 The Implementation Plan will include detail stating:
 - 7.3.1 how the Supplier will work with the Buyer Authorised Representative to capture and load up information such as asset data; and
 - 7.3.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for

and nature of communication with the Buyer and end users of the Services.

7.4 In addition, the Supplier shall:

- 7.4.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.4.2 mobilise all the Services specified in the Specification within the Contract;
- 7.4.3 manage and report progress against the Implementation Plan;
- 7.4.4 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.4.5 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.4.6 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

Annex 1: Implementation Plan

Total Cost for the Programme (excluding VAT)

██████████

Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Notes:

- 1) The outcomes for each objective sit in the project plan
- 2) KPIs with a service credit threshold are highlighted in blue
- 3) Breakdown/itemised costs contained within the implementation plan will be utilised for contract monitoring purposes only. Monthly invoices will be raised in accordance with schedule 3_charges.

Programme Level KPIs:

KPI 1 – Double the number of supported internships

KPI 2 - More young people enter and sustain paid employment

1 - Support to Local Authorities (NDTi)						
Strand 1 Objective	KPI	Activity ref no	Activities/Actions	By When reporting/monitoring arrangements	Break down/itemised cost	Total cost for objective (excluding VAT)
Completion of baseline activity						
Baseline identification of Supported Internship activity	KPI 5 – Complete baselining activities	1.1	(i) Desk top exercise to identify SI information on Local Offer (ii) Identify each LA employment lead to support ref (iii) (iii) Action plan with each LA to identify current landscape re SI's. Telephone survey	End October 2022 Monthly reporting	██████████	██████████

			(iv) Action plan supports DFN activity around training see objective 2.2			
Administering and monitoring grant distribution to LAs						
Grant administration and monitoring	KPI 3 – Timely grant payments to Local Authorities (LAs) KPI 4 – Carry out grant monitoring and reporting	1.2	(i) Identify LA finance lead and bank details (ii) Grant, allocations, conditions, and monitoring guidance circulated to LAs (iii) Due diligence checks in place (iv) Grant distribution to LAs (v) Monitoring of grant spend throughout (vi) Monthly risk flagging (vii) Payment set up and transfer of funds to LA account (viii) Recovery of unspent grant at FYE	(i,ii,iii) work will commence as soon as contract agreed – September 22 (iv) Yr 1 October 2022 – subject to contract start date Yr 2 & 3 April 23 & April 24 (v) quarterly (vi) September – October (vii) March - April 23, March – April 24, March - April 25		
Support to LAs to develop employment forums						
SEND employment forum set up using intelligence gathered	KPI 6 – SEND Employment forums established in all English LAs	1.3	(i) Liaison with Regional Improvement Alliances across each of the 9 LA regions	March 2024 2 x regional employment network meetings per year in year one		

across the partnership and from the telephone surveys in activity in KP1E	KPI 8 – All English local authorities offer supported internships		<p>(ii) Regional meetings to raise awareness of the SI programme – led by NDTi regional coordinators</p> <p>(iii) Ongoing support to LAs via regions to develop employment forum where there is not one and ensure quality of the forum where there is one already in place</p> <p>(iv) Satisfaction monitoring of support to employment forums carried out</p>	<p>3 x regional network meetings in years 2 and 3</p> <p>Monthly Support to individual forums through via attendance at forums, telephone or online conversations</p> <p>Quarterly First survey in January 2023</p> <p>Subsequent surveys in April/July and Dec of following years</p>		
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2 - Engaging and Supporting Employers (DFN Project SEARCH)						
Strand 2 Objective	KPI	Activity ref no	Activities/Actions	By When Reporting/monitoring arrangements	Break down/itemised cost	Total cost for objective (excluding VAT)
Supporting employers through engagement and training to ensure an increase in Employer Champions and Supported Internship placements						
Securing of 800 Supported Internship Employer Champions	KPI 9 – Secure 800 SI Employer Champions	2.1	(i) Identify 120 Employer Champions across the sector (ii) Identify a total of 800 Employer Champions. This will include the following: a. Training b. Pin badge c. Certificate d. Email signature with link to find out more e. Access to LinkedIn network group	March 2023 March 2024 March 2025 Reported to DfE as part of Quarterly monitoring January 2023 April/July/December of following years		
Training to employers	KPI 10 – Deliver training to SEND employment forums	2.2	(iii) Design and develop training package (i) 5-day Training offer in place via the employment forums this will include collecting and monitoring satisfaction data after each training session as well as	Training offer in place from October 2022 Training delivered to all LA forums who wish to take the offer up by July 24		

	KPI 11 – Employers are effectively equipped to offer high quality work placements		publicising the training and administrating the events.	Reported to DfE as part of Quarterly monitoring January 2023 April/July/December of following years		
Partnering with employers to offer supported internship placements	KPI 12 – Increase the number of employers offering supported internship opportunities	2.3	(i) Engagement and partnering with an additional 1,040 employers to offer supported internship placements	By March 2025 Reported to DfE as part of quarterly monitoring		
Monitoring levels of satisfaction in employer engagement in forums	KPI 7 – Stakeholders are satisfied with SEND employment forums	2.4	(i) Baseline survey to establish employment engagement (ii) Survey of satisfaction as an automatic part of training and delivery (survey created by DFN Project SEARCH and distributed to forums but NDTi)	October 2022 Impact reported to DfE as part of quarterly monitoring		
Monitoring levels of satisfaction in families and young interns	KPI 7	2.5	(i) Gathered through employment forums (survey created by DFN Project SEARCH and distributed to forums but NDTi)	January 2023 July 2024 Reported to DfE as part of quarterly monitoring		

3 - Quality assurance framework / SIQAF (BASE)						
Strand 3 Objective	KPI	Activity ref no	Activities/Actions	By When Reporting/monitoring arrangements	Break down/itemised cost	Total cost for objective (excluding VAT)
Establish a sustainable process to improve the quality of supported internship provision						
Self-assessment process	KPI 13 – Deliver QA Framework self-assessment trial KPI 14 - Update QA framework	3.1	(i) SIQAF trialled with minimum of 10 providers with “light touch” audit (ii) SIQAF Updated	End December 2022 Monitored through quarterly reporting		
Trial and training to create a quality mark that can be used across the sector during and after the life of the programme	KPI 15 - Develop and trial peer review process KPI 16 – Identify and train lead peer reviewers and deliver peer review training KPI 17 - Develop quality mark	3.2	(i) SIQAF peer reviewed and training developed with at least 10 providers (ii) Peer review training rolled out across regions, 10 peer reviewers trained	End March 2023 End March 2023 Reported through quarterly reporting		

Self-assessments trialled and completed	<p>KPI 18 - Self-assessment delivery and peer-review</p> <p>KPI 19 – Quality assurance model embedded within local areas</p>	3.3	<p>(i) Further 10 peer reviewers trained, 23-24 and 10 24-25</p> <p>(ii) 100 self-assessments completed, and peer reviewed across the country</p> <p>(iii) An embedded model for ongoing and sustainable QA of SIs is developed</p>	<p>10 by March 2024 + a further 10 by March 2025</p> <p>100 by March 2024 + a further 100 by March 2025</p> <p>Monitored through quarterly reporting</p>		
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4 - Communications activity (NDTi)						
Strand 4 Objective	KPI	Activity ref no	Activities/Actions	By When Reporting/monitoring arrangements	Break down/itemised cost	Total cost for objective (excluding VAT)
Ensure effective communication across the programme both internally and externally to promote supported internships across the sector						
Communications strategy	KPI20	4.1	(i) Develop a communications strategy in partnership with DfE across all 3 partners	March 2023		
Monitoring to include level of engagement across the region and satisfaction reporting	KPI20		(i) Monitor levels of engagement through events, social media, and use of resources	From December 2022 Monitored through quarterly reporting		
One stop shop of supported internships	KPI20 – Develop resources to publicise, promote and explain Supported Internships and host them on a “one stop shop” of informations		(i) Develop website for Internships Work, including: (ii) Creation of webpage about the project (iii) Links to other partners webpages (iv) Redirection from “internshipswork” domains to NDTi one stop shop (v) Creation of programme branding	End December 2022 Monitored through quarterly reporting		

5 - Project coordination & management (NDTi)						
Strand 5 Objective	KPI	Activity ref no	Activities/Actions	By When Reporting/Monitoring arrangements	Break down/itemised cost	Total cost for objective (excluding VAT)
Ensure the overall coordination of internships work including meeting with DfE and partners		5.1	(i) Face to Face team meeting with project partnership (NDTi, DFN, BASE) (ii) Face to Face team meeting with project partnership (NDTi, DFN, BASE) (iii) Face to Face team meeting with project partnership (NDTi, DFN, BASE)	October 2022 November 2022 March 2023		
Project coordination across partners			(i) Team meetings (monthly) throughout the programme			
Reporting to DfE – attendance by NDTi and DfE			(i) Weekly keep in touch meetings during set up phase	Weekly until agreed no longer required by both partners		
Monthly reporting including update on project and risk and coms register			(i) Monthly meetings with key DfE officials, NDTi lead, DFN lead and BASE lead. To include NDTi CYP programme lead, project lead and project officer.	Monthly for duration of the contract		
Quarterly reporting			(i) To be tied in with monthly reporting and to include progress on quarterly KPIs	Quarterly commencing: December 2022, then March 2023 July 2023 December 2023		

				March 2024		
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6 – Follow-on support (NDTi Lead)						
Strand 6 Objective	KPI	Activity ref no	Activities/Actions	By When Reporting/Monitoring arrangements	Break down/itemised cost	Total cost for objective (excluding VAT)
Follow-on Support		6.1	Activities to be identified and decided on following work in year 1. Costs are embedded across delivery as set out in Schedule 3.			

7 – Project governance (NDTi)						
Strand 7 Objective	KPI	Activity ref no	Activities/Actions	By When Reporting/Monitoring arrangements	Break down/itemised cost	Total cost for objective (excluding VAT)
Project Board		7.1	(i) Programme Project Board, to: (ii) Ensure quality and timely delivery of the project (iii) Ensure quality and timely delivery of the KPIs (iv) Address the risk register (v) Review quality of the partnership (vi) Address any delivery issues (vii) Address any disputes between the partners and subcontractors (viii) Provide support to Project Manager (ix) Encourage debate and share ideas (x) Identify wider opportunities (xi) Support exit planning (xii) Consider project variations	Twice each year: 22/23 Oct, Dec 23/24 Apr, Oct 24/25 Apr, Oct		
Steering Group		7.2	(i) Programme Steering Group, to: (ii) Provide oversight and challenge (iii) Give comments on the project (iv) Offer advice and guidance	Twice each year 22/23 Sep, Jan 23/24 Jun, Nov 24/25 Jun, Nov		

8 – Social value (NDTi, BASE & DFN Project SEARCH)						
Strand 8 Objective	KPI	Activity ref no	Activities/Actions	By When Reporting/Monitoring arrangements	Break down/itemised cost	Total cost for objective (excluding VAT)
Supported Internships at NDTi	KPI 21 – Creating Supported Internships	8.1	<p>At least 2 young people complete supported internships at NDTi by the end of the contract. Progress against this objective is included in quarterly reporting to DfE.</p> <p>Consortium members and subcontracted partners continue their existing Supported Internships offer and work to grow this over the course of the contract</p>	March 2025		

Schedule 10 (Service Levels)

Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Service Credits"	any service credits 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 Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

What happens if you don't meet the Service Levels

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule 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 Service Level Performance Measure.

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

the Service Level Failure:

exceeds the relevant Service Level Threshold;

has arisen due to a Prohibited Act or wilful Default by the Supplier;

results in the corruption or loss of any Government Data; and/or

results in the Buyer being required to make a compensation payment to one or more third parties; and/or

the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).

Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

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

there is no change to the Service Credit Cap.

Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

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 0 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

Service Levels

If the level of performance of the Supplier:
is likely to or fails to meet any Service Level Performance Measure; or
is likely to cause or causes a Critical Service 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:

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 Service Level Failure or Critical Service Level Failure from taking place or recurring;

instruct the Supplier to comply with the Rectification Plan Process;

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

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).

Service Credits

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.

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 the Annex to Part A of this Schedule. **Service Credit Thresholds**

A failure to meet at least the service level threshold will be considered a "Service Failure" in respect of the KPIs set out in Table 1 below

If the supplier's performance is a Service Failure in one or more of the KPIs, DfE will be entitled at its sole discretion to reduce the total charges payable to the Contractor for that reporting period by:

- 5% for one KPI in Service Failure
- 10% for two KPIs Service Failure
- 15% of the total contract value for that month for three or more KPIs in Service Failure

Annex A to Part A: Service Levels and Service Credits Table

Table 1: Key Performance Indicators (KPIs)

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure		Service Level Threshold	Service Credit for each Service Period	Service Credit Trigger
Programme KPIs						
KPI 1 – Double the number of supported internships	The supplier is on target to deliver the primary objective of sustainably doubling the number of supported internships from a baseline of c.2250 per annum to c.4500 per annum by the end of March 2025. This is demonstrated by an increase from the baseline of	Good	98% of annual target achieved and quarterly reports provided to DfE	Minimum of 90% of indicated annual targets for new supported internships are achieved and reports are provided to DfE.	N/A	N/A
		Approaching Target	95% of annual target achieved and quarterly reports provided to DfE			
		Requires improvement	90% of annual target achieved and quarterly reports provided to DfE			
		Inadequate	<90% of annual target achieved or quarterly reports not provided to DfE			
	1. c.360 additional new supported interns in the 2022-23 financial year 2. c.1,031 additional new supported interns in the 2023-24 financial year 3. c.2,255 additional new supported interns in the 2024-25 financial year 4. Provide quantitative reports to demonstrate progress against these annual and overall targets and share them with DfE on a quarterly basis.					

KPI 2 - More young people enter and sustain paid employment	<p>The supplier's monitoring activity indicates that a greater proportion of young people completing supported internships directly enter paid employment than at the start of the contract. Young people feel supported to achieve and sustain paid employment after completing supported internships.</p>	Good	<p>60% of young people enter paid employment after completing a supported internship</p> <p>60% of young people remain in paid employment six months after transitioning from a supported internship</p>	<p>Minimum of 45% of young people enter paid employment after completing a supported internship</p> <p>Minimum of 45% of young people remain in paid employment six months after transitioning from a supported internship</p>	N/A	N/A
	<p>The supplier's monitoring activity indicates that a greater proportion of young people completing supported internships are still in paid employment after six months.</p>	Approaching Target	<p>50% of young people enter paid employment after completing a supported internship</p> <p>50% of young people remain in paid employment six months after transitioning from a supported internship</p>			
	<p>Information is stored in a secure CRM system managed by the supplier.</p>	Requires Improvement	<p>45% of young people enter paid employment after completing a supported internship</p> <p>45% of young people remain in paid employment six months after transitioning from a supported internship</p>			
	<p>Reports are developed and presented to DfE on a quarterly basis to demonstrate progress against this objective.</p>	Inadequate	<p><40% of young people enter paid employment after completing a supported internship</p>			

			<40% of young people remain in paid employment six months after transitioning from a supported internship			
Strand 1 – Administering and monitoring grants to LAs, and supporting them to develop SEND Employment Forums						
KPI 3 – Timely grant payments to Local Authorities (LAs)	100% of grant claims are paid within 30 days of receipt, where monitoring requirements are met, and sufficient evidence is attached. Robust due diligence, fraud, and risk checks completed. Evidence provided to DfE, including any exceptions, within the following quarterly report. The first grant payment is made to all English LAs by the end of October 2022. 100% of LA underspend is identified, reported, and repaid to DfE within one month of the end of each financial year or, where necessary, an alternative action plan is agreed with DfE.	Good	100% of correct grant payments made on time	Minimum of 90% of correct grant payments are made on time	Applies as set out in ‘Service Credit Thresholds’	Where less than 90% of grant payments are not paid on time (excluding where monitoring requirements have not been met) service credits may be applied.
		Approaching Target	95% of correct grant payments made on time			
		Requires Improvement	90% of correct grant payments made on time			
		Inadequate	<90% of correct grant payments made on time			
KPI 4 – Carry out grant monitoring and reporting	Effectively monitor grants to local authorities and provide clear outputs to DfE in quarterly performance reports. The report	Good	100% of LA monitoring information provided	Updated monitoring information is provided for at least	N/A	N/A
		Approaching Target	95% of LA monitoring information provided			

should describe how money is being spent in each LA.		Requires Improvement	90% of LA monitoring information provided	90% of LAs on a quarterly basis.		
		Inadequate	<90% of LA monitoring information provided or reporting is of insufficient quality.			
KPI 5 – Complete baselining activities	A baselining exercise is conducted across all LAs to establish: <ul style="list-style-type: none"> Existing provision of (and engagement with) SEND employment forums Availability of Supported Internships (including mention in Local Offers and whether discussed at Year 9 EHC plan reviews) Numbers of trained job coaches (which the supplier will share promptly with Lot 2 provider) Employer engagement activity Numbers of young people completing supported internships Numbers of supported interns directly entering paid employment Numbers of previous supported interns sustaining paid employment (in role after 6 months) 	Good	100% of LA baselining information obtained and reported to DfE.	Baselining information is obtained from a minimum of 80% of Local Authorities and shared with DfE within 10 weeks of contract commencement.	Applies as set out in 'Service Credit Thresholds'	Where less than 80% of baselining information is obtained and reported to DfE or information is of insufficient quality service credits may be applied
		Approaching Target	95% of LA baselining information obtained and reported to DfE.			
		Requires Improvement	80% of LA baselining information obtained and reported to DfE.			
		Inadequate	<80% of LA baselining information obtained and reported to DfE, or information is of insufficient quality.			

The baseline reports are shared with DfE within 10 weeks of contract commencement.						
KPI 6 – SEND Employment forums established in all English LAs	All English LAs have access to SEND employment forums by March 2024 . Progress against this objective is included in quarterly reports to DfE.	Good	100% of LAs have access to SEND employment forums.	Minimum of 50 Local Authorities have access to SEND employment forums by March 2023 . Minimum of 90% of Local Authorities have access to SEND employment forums by March 2024 .	N/A	N/A
		Approaching Target	95% of LAs have access to SEND employment forums.			
		Requires Improvement	90% of LAs have access to SEND employment forums.			
		Inadequate	<90% of LAs have access to SEND employment forums			
KPI 7 – Stakeholders are satisfied with SEND employment forums	Surveys are carried out to measure satisfaction levels of LAs and forum members (education providers, employers, young people) in relation to support they are receiving to establish, improve, and engage with SEND employment forums. The outcome of the surveys is presented to show national, regional, and individual LA data and this information is provided to DfE as part of quarterly reporting (for period after surveys are completed).	Good	90% of LAs (nationally) and 90% of the forum members are satisfied or very satisfied by March 2024.	A minimum of 80% of LAs (nationally) and 80% of the forum members are satisfied or very satisfied by March 2024 .	Applies as set out in 'Service Credit Thresholds'	Where fewer than 80% of responses to satisfaction survey are satisfied or very satisfied, service credits may be applied
		Approaching Target	85% of LAs (nationally) and 85% of the forum members are very satisfied by March 2024.			
		Requires Improvement	80% of LAs (nationally) and 80% of the forum members are satisfied or very satisfied by March 2024.			
		Inadequate	<80% of LAs (nationally) or <80% of the forum			

			members are satisfied or very satisfied by March 2024, or surveys have not been carried out.			
KPI 8 – All English local authorities offer supported internships	All English local authorities offer supported internships by the end of March 2025. Measurable progress against this objective is included in quarterly reports to DfE.	Good	90% of LAs offer supported internships	A minimum of 40% of Local Authorities offer supported internships by the end of March 2023 A minimum of 80% of Local Authorities offer supported internships by the end of March 2025.	N/A	N/A
		Approaching Target	85% of LAs offer supported internships			
		Requires Improvement	80% of LAs offer supported internships			
		Inadequate	<75% of LAs offer supported internships			
<u>Strand 2 – Engaging and supporting employers to offer high quality work placements</u>						
KPI 9 – Secure 800 SI Employer Champions	Identify 800 Supported Internship Employer Champions, across different sectors and sizes of organisations, identified and active. Progress against this objective is included in quarterly reports to DfE.	Good	90% of target achieved by March 2024.	A minimum of 80% of target achieved by March 2024. A minimum of 100 Supported Internship Employer Champions are identified by March 2023	Applies as set out in 'Service Credit Thresholds'	Where less than 80% of target is achieved March 2024, service credits may be applied.
		Approaching Target	85% of target achieved by March 2024.			
		Requires Improvement	80% of target achieved by March 2024.			
		Inadequate	<80% of target achieved by March 2024.			
KPI 10 – Deliver training to SEND employment forums	By March 2024 , up to a five-day training package is delivered to all LA SEND employment forums, who wish to take up the offer, to support them to engage employers in supported	Good	90% of sessions requested will be delivered by March 2024	A minimum of 80% of sessions delivered by March 2024	N/A	N/A
		Approaching Target	85% of sessions requested will be delivered by March 2024			

	<p>internships. The topics will include the content set out in the supplier's bid around the following topics:</p> <ul style="list-style-type: none"> • Preparing for Success • Employer Engagement • Call to Action <p>Progress against this objective is included in quarterly reports to DfE.</p>	<p>Requires Improvement</p> <p>Inadequate</p>	<p>80% of sessions requested will be delivered by March 2024</p> <p><80% of sessions requested will be delivered by March 2024</p>	<p>A minimum of 30 LA SEND employment forums receive training by March 2023</p>		
<p>KPI 11 – Employers are effectively equipped to offer high quality work placements</p> <p>Measured as part of engagement surveys. Progress against this objective is included in quarterly reports to DfE.</p>	<p>Employers are effectively equipped to offer high quality work placements by March 2024, as measured by employer confidence levels in hosting supported interns.</p>	Good	90% of employers engaged through programme are more confident about hosting supported interns	A minimum of 80% of employers engaged through programme are more confident about hosting supported interns by March 2024	N/A	N/A
		Approaching Target	85% of employers engaged through programme are more confident about hosting supported interns	<p>A minimum of 80% of employers engaged through the programme are more confident about hosting supporting interns by March 2023</p>		
		Requires Improvement	80% of employers engaged through programme are more confident about hosting supported interns			
		Inadequate	<80% of employers engaged through programme are more confident about hosting supported interns			
<p>KPI 12 – Increase the number of employers offering</p>	<p>By the end of the contract, partner with an additional 1,040 employers who offer supported</p>	Good	90% of additional employers target achieved by March 2024	By the end of March 2023, a minimum of 80 new	Applies as set out in 'Service	Where less than 80 new internship

supported internship opportunities	internship opportunities. The target annual delivery volumes for this objective are <ul style="list-style-type: none">2022-23: 40 new internship business places plus 120 new placements = 1602023-24: 99 new internship partners plus 294 additional placements = 3932024-25: 129 new internships + 358 additional placements = 487 Progress against this objective is included in quarterly reports to DfE.	Approaching Target	85% of additional employers target achieved by March 2024	internship opportunities are created	Credit Thresholds'	opportunities are created by end of March 2023, service credits may be applied Where less than 80% of additional employers target met by March 2024, service credits may be applied
		Requires Improvement	80% of additional employers target achieved by March 2024			
		Inadequate	<80% of additional employers target achieved by March 2024			
		Strand 3 – Establishing a sustainable process to improve the quality of Supported Internship provision, using a Quality Assurance framework				
KPI 13 – Deliver QA Framework self-assessment trial	A self-assessment process using the QA Framework is trialled with a minimum of 10 providers of different sizes, types, and contexts across the country by the end of December 2022 . A light touch audit is carried out. Progress against this objective is included in quarterly reports to DfE.	Good	10 trial self-assessments completed	A minimum of 8 trial self-assessments are completed by the end of December 2022	N/A	N/A
		Approaching Target	9 trial self-assessments completed			
		Requires Improvement	8 trial self-assessments completed			
		Inadequate	<8 trial self-assessments completed, or progress is not reported to DfE.			
KPI 14 - Update QA framework	QA framework updated as required by the end of January 2023 and provided to DfE for review.	Good	Achieved by deadline	The QA framework is updated by the end of January 2023.	N/A	N/A
		Approaching Target	-			
		Requires Improvement	-			

		Inadequate	Not achieved by deadline or of insufficient quality				
KPI 15 - Develop and trial peer review process	A peer review process and accompanying training package is developed and trialled with at least 10 providers of different sizes, types, and contexts across England by the end of March 2023 . Progress against this objective is included in quarterly reports to DfE.	Good	10 trial peer reviews are completed by the deadline	8 trial peer reviews are completed by the deadline	N/A	N/A	
		Approaching Target	9 trial peer reviews are completed by the deadline				
		Requires Improvement	8 trial peer reviews are completed by the deadline				
		Inadequate	<8 trial peer reviews are completed by the deadline or progress is not reported to DfE.				
KPI 16 – Identify and train lead peer reviewers and deliver peer review training	Peer review training is rolled out across all regions. <ul style="list-style-type: none">15 lead peer reviewers are identified and trained by April 2023 including at least one in every region10 peer reviewers are identified and trained in 2023-24 including at least one in every region10 peer reviewers are identified and trained in 2024-25 including at least one in every region.	Good	90% of each sub-KPI is achieved by the deadline	At least 12 lead peer reviewers are identified and trained by April 2023	Applies as set out in 'Service Credit Thresholds'	Where less than 80% of target achieved service credits may be applied	
		Approaching Target	85% of each sub-KPI is achieved by the deadline				
		Requires Improvement	80% of each sub-KPI is achieved by the deadline				
			Inadequate	<80% of each sub-KPI is achieved by the deadline or progress is not reported to DfE.	At least 8 peer reviewers are identified and trained in 2023-24 At least 8 Peer reviewers are identified and trained in 2024-25		

	Progress against this objective is included in quarterly reports to DfE.					
KPI 17 - Develop quality mark	Evaluate the potential to create a 'quality mark'. By the end of March 2023, make a benefits / disbenefits recommendation to DfE on developing and implementing the quality mark. If it is decided by the Authority that a quality mark will be pursued, conduct trial activity in readiness to implement the mark before the end of March 2024. Progress against this objective is included in quarterly reports to DfE.	Good	Evaluation and implementation actions performed on time	The evaluation and implementation actions are performed on time	N/A	N/A
		Approaching Target	-			
		Requires Improvement	-			
		Inadequate	Evaluation and implementation actions not performed on time or not to an acceptable quality.			
KPI 18 - Self-assessment delivery and peer-review	A minimum of 100 self-assessments are completed and peer-reviewed across the country by March 2024 and a further 100 by March 2025 . In each year, the minimum percentage of peer reviews quality assured by the supplier will be: <ul style="list-style-type: none"> 2023-24: 30% 2024-25: 20% Progress against this objective is included in quarterly reports to DfE.	Good	90% of self-assessments are completed and peer reviewed.	A minimum of 80% of self-assessments are completed and peer reviewed against the target for 2023 and 2024. Peer reviews quality assured by the supplier are at least 30% in 2023-24 and at least 20% in 2024-25	N/A	N/A
		Approaching Target	85% of self-assessments are completed and peer reviewed.			
		Requires Improvement	80% of self-assessments are completed and peer reviewed.			
		Inadequate	<80% of self-assessments are completed and peer reviewed or progress is not reported to DfE.			
KPI 19 – Quality assurance model	By March 2025 , LAs report having a clear plan for continuing	Good	90% of LAs report a clear plan is in place	A minimum of 80% of LAs report a	N/A	N/A

embedded within local areas Progress against this objective is included in quarterly reports to DfE.	quality assurance of Supported Internship provision in their areas and feeling confident and capable of delivering this.	Approaching Target	85% of LAs report a clear plan is in place	clear plan is in place by March 2025.
		Requires Improvement	80% of LAs report a clear plan is in place	
		Inadequate	<80% of LAs report a clear plan is in place or progress is not reported to DfE	

Communications

KPI 20 – Develop resources to publicise, promote and explain Supported Internships and host them on a “one stop shop” of information	Develop communications strategy by end of December 2022 . Develop one stop shop for Supported Internships by end of December 2022 . One stop shop maintained, resources added and communications ongoing throughout contract. Progress on activities, including effectiveness and impact of communications, monitored and reported to DfE on a quarterly basis.	Good	Milestones are met on time	Milestones are met on time	N/A	N/A
		Approaching Target	-			
		Requires Improvement	-			
		Inadequate	Milestones not met on time			

Social Value

KPI 21 – Creating Supported Internships	At least 2 young people complete supported internships at NDTi by the end of the contract. Progress against this objective is included in quarterly reporting to DfE. Consortium members and subcontracted partners continue their existing Supported Internships offer and work to grow this over the course of the contract	Good	2 supported interns hosted by NDTi in each of the final 2 years of the contract	At least 2 young people complete supported internships at NDTi in each of the final 2 years of the contract	N/A	N/A
		Approaching Target	1 supported intern hosted by NDTi in each of the final 2 years of the contract			
		Requires Improvement	-			
		Inadequate	0 supported interns hosted by NDTi in each of the final 2 years of the contract			

Part B: Performance Monitoring

Performance Monitoring and Performance Review

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

a summary of all failures to achieve Service Levels that occurred during that Service Period;

details of any Critical Service Level Failures;

for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

be attended by the Supplier's Representative and the Buyer's Representative; and

be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting. Consortium partners may be included by agreement.

The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

The Parties shall attend meetings ("**Keep-in-touch Meetings**") on a weekly basis, to discuss matters material to the delivery of contracted obligations, which may require

the knowledge or intervention of either party in the period between Performance Review Meetings.

The Parties shall attend meetings ("**Quarterly Review Meetings**") on a quarterly basis, on the same terms as Performance Review Meetings, and to also include discussion of the additional evidence described in the Contract Award Form (paragraph 27).

Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project 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 Project Manager

- 3.1 The Supplier Project 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 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 Project 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 Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of The Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex A to the Schedule.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, 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 Operational 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 Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting that is Buyer-led shall be set by the Buyer and communicated to the Supplier in advance of that meeting; the agenda for each meeting that is Supplier-led shall be set by the Supplier and communicated to the Buyer (where attendance is necessary) 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 for:
 - 5.2.1 the identification and management of risks;
 - 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 of the risks relating to the 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:

Group	Membership	Meets	Location
Monthly Performance Meeting (Buyer led)	NDTi Project manager / Programme Lead Children and Young People NDTi Project officer DfE Contract Manager DfE Commercial (as required) DfE Programme Lead (as required)	Monthly	Online
Quarterly Performance Meeting (Buyer led)	NDTi Project manager / Programme Lead Children and Young People NDTi Project Officer NDTi Director of Delivery and Impact DfE Contract Manager DfE Programme Lead DfE Commercial	Quarterly	Online (F2F where agreed)
Project Board – to include but not limited to (Supplier led)	NDTi Director of Delivery and Impact (DDI) or NDTi CEO/Director of Resources if DDI unavailable NDTi Programme Lead Children and Young People BASE CEO DFN Project Search CEO NDTi Project Manager (in attendance only)	Quarterly	Online
Project Steering Group – to include but not limited to (Supplier led)	NDTi Programme Lead Children and Young People or DDI if unavailable Parent carers NDTi Senior Development Advisor NDTi Project Manager NDTi Project Officer NDTi Programme Lead Research and Evaluation DFN Project Search CEO DFN Project Search Director of Development BASE CEO (doubling as Lot 2 representative) BASE Operations manager (doubling as Lot 2 representative) Delivery partners and subcontractors including Family Fund and The Employer's Disability Forum Representatives of young people, families, professionals and people delivering supported internships	Quarterly	Online

	DfE contract manager or delegate		
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Schedule 16 (Security)

Part A: Short 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"

the occurrence of:

- a) any unauthorised access to or use of the 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 Policy where the Buyer has required compliance there with in accordance with Paragraph 2.1;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.2 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any

increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.4 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 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 security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 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.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites 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;
- d) 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, 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;
- e) 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 provision of the Goods and/or Services and shall 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 Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with the Security Policy as set out in Paragraph 2.1 ; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is

not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will 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 its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer 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.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the 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.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 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 to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 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 Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

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

"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
"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, the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph 2.1 it shall be prohibited from commencing the provision of Deliverables under the Contract 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 of the Contract 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 after the Start date of the Contract but before the end of the Contact Period, 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 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for material Default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract.

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing the Contract)

Contract Details		
This variation is between:	[Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the 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:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [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 to this Schedule 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 Start Date in respect of those Insurances set out in the Annex to this Schedule 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 six (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 this 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 elect (but shall not be obliged) following written notice to the Supplier to 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

- 4.1 The Supplier shall upon the Start 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.

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 at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (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. In the event that 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 without limitation 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 twenty (20) Working Days after any insurance claim in excess of £1000 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the 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 shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1 Insured

1.1 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:

(a) death or bodily injury to or sickness, illness or disease contracted by any person; and

(b) loss of or damage to physical property;

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

3 Limit of indemnity

Not less than £5 million in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but maximum liability shall be no greater than the amount paid under the contract in the previous 12 months 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 From the date of this Contract for the period of the Contract 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 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 Contract and for which the Supplier is legally liable.

7 Principal exclusions

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 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

- 8.1 Not to exceed 150% of estimated contract charges per for each 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

Professional Indemnity Insurance	£5million
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Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Notifiable Default:	<i>[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]</i>		
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)

Definitions

“Modern Slavery Assessment Tool”	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat]
“Supply Chain Map”	means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least: <ul style="list-style-type: none">(a) the name, registered office and company registration number of each entity in the supply chain;(b) the function of each entity in the supply chain; and(c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain;]
“Waste Hierarchy”	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: <ul style="list-style-type: none">(a) Prevention;(b) Preparing for re-use;(c) Recycling;(d) Other Recovery; and(e) Disposal.

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 the 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:

1.1.2.1. equality of opportunity; and

1.1.2.2. 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

2.1. 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 the 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 3;

- 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; and
- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

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 the Contract, the Supplier shall, where applicable to the 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 the 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/779660/20190220-Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.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 1-5 of this Part A above within fourteen (14) days of such request, [provided that such requests are limited to [two] per requirement per Contract Year].

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to 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 they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their 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 ten (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 (When the Buyer can end this contract) and 14.5 (What happens if the contract ends) of this Contract;
 - 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 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;
"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 this Schedule;
"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;
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about the 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 30 days from the Start 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 30 days from the Start 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; and
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs 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,

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 Where Schedule 7 (Staff Transfer) applies to this Contract, 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 Start 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 three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in

Paragraph **Error! Reference source not found.** 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 six (6) 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.

- 7.4 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

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

- 9.1 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

- 10.1 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:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 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
 - 10.1.3 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

- 1.1 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 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 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 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 4 (Tender)

