

Annex

MODEL SERVICES AGREEMENT COMBINED SCHEDULES



Government Legal Department

Advanced Mathematics Support Programme Post 16 (AMSP)

CON_13837

MODEL AGREEMENT FOR SERVICES

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MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 1

DEFINITIONS

Definitions

- 1.1 Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

“Accounting Reference Date”	means in each year the date to which the Supplier prepares its annual audited financial statements;
“Acquired Rights Directive”	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
“Affected Party”	the Party seeking to claim relief in respect of a Force Majeure Event;
“Affiliate”	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 with, that body corporate from time to time;
“Annual Contract Report”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Annual Revenue”	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <ul style="list-style-type: none">(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and(a) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;

“Approved Sub-Licensee”	<p>any of the following:</p> <ul style="list-style-type: none"> (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;
“Assets”	all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Assets;
“Associated Person”	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
“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;
“Assurance”	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
“Audit”	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (<i>Records, Reports, Audit and Open Book Data</i>) and Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Audit Agents”	<ul style="list-style-type: none"> (a) the Authority’s internal and external auditors; (b) the Authority’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 Authority to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

“Audit Rights”

the audit and access rights referred to in Schedule 7.5 (*Financial Reports and Audit Rights*);

“Authority Assets”

the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;

“Authority Background IPRs”

- (a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;
- (b) IPRs created by the Authority independently of this Agreement; and/or
- (c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement;

but excluding IPRs owned by the Authority subsisting in the Authority Software;

“Authority Cause”

any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:

- (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or
- (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;

“Authority Data”

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

	<ul style="list-style-type: none"> (i) supplied to the Supplier by or on behalf of the Authority; and/or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
	(b) any Personal Data for which the Authority is the Data Controller;
“Authority Materials”	<p>the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:</p> <ul style="list-style-type: none"> (a) are owned or used by or on behalf of the Authority; and (b) are or may be used in connection with the provision or receipt of the Services, <p>but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;</p>
“Authority Premises”	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);
“Authority Representative”	the representative appointed by the Authority pursuant to Clause 11.4 (<i>Representatives</i>);
“Authority Requirements”	the requirements of the Authority set out in Schedules Schedule 2 (<i>Services Description</i>), Schedule 2.2 (<i>Performance Indicators</i>), Schedule 2.3 (<i>Standards</i>), Schedule 2.4 (<i>Security Management</i>), Schedule 2.5 (<i>Insurance Requirements</i>), Schedule 6 (<i>Implementation Plan</i>), Schedule 8.4 (<i>Reports and Records Provisions</i>), Schedule 8.5 (<i>Exit Management</i>) and Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Authority Responsibilities”	the responsibilities of the Authority specified in

Schedule 3 (*Authority Responsibilities*);

“Authority Software”	software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;
“Authority System”	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
“Baseline Security Requirements”	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (<i>Security Management</i>), as updated from time to time by the Authority and notified to the Supplier;
“Board”	means the Supplier's board of directors;
“Breakage Costs Payment”	has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);
“Cabinet Office Markets and Suppliers Team”	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
“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> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;

“Change”	any change to this Agreement;
“Change Authorisation Note”	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule 8.2 (<i>Change Control Procedure</i>);
“Change Control Procedure”	the procedure for changing this Agreement set out in Schedule 8.2 (<i>Change Control Procedure</i>);
“Change in Law”	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
“Change Request”	a written request for a Contract Change substantially in the form of Annex 1 of Schedule 8.2 (<i>Change Control Procedure</i>);
“Charges”	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7 (<i>Charges and Invoicing</i>), including any Service Charge;
“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;
“CNI”	means Critical National Infrastructure;
“Commercially Sensitive Information”	<p>the information listed in Schedule 4.2 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to:</p> <ul style="list-style-type: none"> (a) the pricing of the Services; (b) details of the Supplier’s IPRs; and (c) the Supplier’s business and investment plans; <p>which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;</p>
“Comparable Supply”	the supply of services to another customer of the Supplier that are the same or similar to any

of the Services;

“Confidential Information”

- (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:
 - (i) the Disclosing Party Group; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;
- (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement;
- (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and
- (d) Information derived from any of the above,

but not including any Information which:

- (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the

Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the Supplier's:
 - (1) performance under this Agreement; or
 - (2) failure to pay any Sub-contractor as required pursuant to Clause 15.15(a) (*Supply Chain Protection*);

“Contract Change”	any change to this Agreement other than an Operational Change;
“Contract Inception Report”	the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date;
“Contract Finder”	the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;
“Contract Year”	<ul style="list-style-type: none">(a) a period of 12 months commencing on the Effective Date; or(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date; <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>

“Control”	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Controller”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“Corporate Change Event”	means: <ul style="list-style-type: none"> (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc; (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier; (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; (g) an order is made or an effective resolution is passed for the winding up

of any member of the Supplier Group;

- (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
- (j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

“Corporate Resolution Planning Information”

means, together, the:

- (a) Group Structure Information and Resolution Commentary; and
- (b) UK Public Sector and CNI Contract Information;

“Costs”

has the meaning given in Schedule 7 (*Charges and Invoicing*);

“Critical National Infrastructure”

means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

- (a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social

	impacts; and/or
	(b) significant impact on the national security, national defence, or the functioning of the UK;
“Critical Service Contract”	means the overall status of the Services provided under this Agreement as determined by the Authority and specified in Paragraph 10.1 of Part B to Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“CRP Information”	means the Corporate Resolution Planning Information;
“CRTPA”	the Contracts (Rights of Third Parties) Act 1999;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<p>(a) the UK GDPR, and any applicable national implementing Laws as amended from time to time</p> <p>(b) the DPA 2018 to the extent that it relates to processing of personal data and privacy;</p> <p>(c) all applicable Law about the processing of personal data and privacy;</p>
“Data Subject”	has the meaning given in the; UK GDPR or the EU GDPR as the context requires;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;

“Deductions”	all Service Credits, or any other deduction which is paid or payable to the Authority under this Agreement;
“Default”	<p>any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <ul style="list-style-type: none"> (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;</p>
“Defect”	<ul style="list-style-type: none"> (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;

“Deliverable”	an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement;
“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 Agreement, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Agreement;
“Detailed Implementation Plan”	the plan developed and revised from time to time in accordance with Schedule 6 (<i>Implementation Plan</i>) and which shall constitute the agreed delivery plan for the Services;
“Disclosing Party”	has the meaning given in Clause 22.1 (<i>Confidentiality</i>);
“Disclosing Party Group”	<p>(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and</p> <p>(b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;</p>
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	a written notice served by one Party on the other stating that the Party serving the notice

	believes that there is a Dispute;
“Dispute Resolution Procedure”	the dispute resolution procedure set out in Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Documentation”	<p>descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <ul style="list-style-type: none"> (a) is required to be supplied by the Supplier to the Authority under this Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services;
“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 by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the

	Social Security Administration Act 1992;
“DPA 2018”	the Data Protection Act 2018;
“Due Diligence Information”	any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
“EEA”	European Economic Area;
“Effective Date”	the date on which this Agreement is signed by both Parties;
“EIRs”	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
“Emergency Maintenance”	ad hoc and unplanned maintenance provided by the Supplier where: <ul style="list-style-type: none"> (a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;
“Employee Liabilities”	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice

payments;

- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

“Employment Regulations” the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

“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;

“EU” European Union;

“Exit Management” services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the

	Authority and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (<i>Exit Management</i>);
“Exit Plan”	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 8.5 (<i>Exit Management</i>);
“Expedited Dispute Timetable”	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Expert”	has the meaning given in Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Expert Determination”	the process described in Paragraph 6 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Extension Period”	a period of up to one (1) year from the end of the Initial Term in such period or periods as determined by the Authority;
“Financial Distress Event”	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 7.4 (<i>Financial Difficulties</i>);
“Financial Model”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Financial Reports”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Financial Transparency Objectives”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“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 any relevant Central Government Body in relation to such Act;
“Force Majeure Event”	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act,

	neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain;
"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;
"Former Supplier"	has the meaning given in Schedule 9 (<i>Staff Transfer</i>);
"GDPR"	The UK GDPR;
"General Anti-Abuse Rule"	<p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>
"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;
"Good Industry Practice"	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Annex 1 of Part B of Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution</i>)

	<i>Planning</i>);
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Health and Safety Policy”	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
“HMRC”	HM Revenue & Customs;
“Impact Assessment”	has the meaning given in Schedule 8.2 (<i>Change Control Procedure</i>);
“Implementation Plan”	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Schedule 6 (<i>Implementation Plan</i>)) the Detailed Implementation Plan (in the form of a delivery plan) as updated in accordance with Schedule 6 (<i>Implementation Plan</i>) from time to time;
“Implementation Services”	the implementation services described as such in the Services Description;
“Implementation Services Commencement Date”	the date on which the Supplier is to commence provision of the first of the Services, being 1 July 2022;
“Indemnified Person”	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
“Independent Control”	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;
“Information”	all information of whatever nature, however conveyed and in whatever form, including in

writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

“Initial Term”

the period of two (2) years and one (1) month from and including the Implementation Services Commencement Date;

“Insolvency Event”

with respect to any person, means:

- (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
 - (i) (being a company or a 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, a 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, a LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has

	an effect equivalent or similar to any of the events mentioned above;
“Intellectual Property Rights” or “IPRs”	<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 names, 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>
“Intervention Cause”	has the meaning given in Clause 30.1 (<i>Remedial Adviser</i>);
“Intervention Notice”	has the meaning given in Clause 30.1 (<i>Remedial Adviser</i>);
“Intervention Period”	has the meaning given in Clause 30.2(c) (<i>Remedial Adviser</i>);
“Intervention Trigger Event”	<p>(a) any event falling within limb (a), (b), (c), (f), (g) or (h) of the definition of a Supplier Termination Event;</p> <p>(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;</p> <p>(c) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or</p> <p>(d) the Supplier not Achieving a Key Milestone within seventy-five (75) days of its relevant Milestone Date;</p>

“IPRs Claim”	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“IT”	information and communications technology;
“IT Environment”	the Authority System and the Supplier System;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing;
“Key Milestone”	the Milestones identified in the Implementation Plan as key milestones;
“Key Performance Indicator” / “KPI”	the key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (<i>Key Personnel</i>) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (<i>Key Personnel</i>);
“Key Roles”	a role described as a Key Role in Schedule 9.2 (<i>Key Personnel</i>) and any additional roles added from time to time in accordance with Clause 14.4 (<i>Key Personnel</i>);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	any Sub-contractor: <ul style="list-style-type: none"> (a) which, in the opinion of the Authority,

	performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or
	(b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Agreement;
“KPI Failure”	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
“Law”	any law, statute, 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, 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;
“Licensed Software”	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
“Losses”	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
“Maintenance Schedule”	shall have the meaning set out in Clause 9.4

(*Maintenance*);

“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Management Information”	the management information specified in Schedule 2.2 (<i>Performance Levels</i>), Schedule 7 (<i>Charges and Invoicing</i>) and Schedule 8 (<i>Governance</i>) to be provided by the Supplier to the Authority;
“Material KPI Failure”	(a) a Serious KPI Failure; or (b) a Severe KPI Failure;
“Material PI Failure”	a failure by the Supplier to meet or demonstrate progress on any one or more of the Subsidiary Performance Indicators in 3 consecutive Service Periods;
“Measurement Period”	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier’s performance is measured (for example, a Performance Reporting Year);
“Milestone”	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
“Milestone Date”	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be achieved;
“Minor KPI Failure”	shall be as set out in Paragraph 2.4 of Part A of Schedule 2.2 (<i>Performance Levels</i>);
“month”	a calendar month and “ monthly ” shall be interpreted accordingly;
“Multi-Party Dispute Resolution Procedure”	has the meaning given in Paragraph 9.1 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);

“Multi-Party Procedure Initiation Notice”	has the meaning given in Paragraph 9.2 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“NCSC”	the National Cyber Security Centre or any replacement or successor body carrying out the same function;
“New Releases”	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
“Non-trivial Customer Base”	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
“Notifiable Default”	shall have the meaning given in Clause 28.1 (<i>Rectification Plan Process</i>);
“Object Code”	software and/or data in machine-readable, compiled object code form;
“Occasion of Tax Non-Compliance”	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <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 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; and/or <p>(b) any tax return of the Supplier submitted</p>

to a Relevant Tax Authority on or after 1 October 2012 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 Effective Date or to a civil penalty for fraud or evasion;

“Open Book Data”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Open Source”	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
“Operating Environment”	the Authority System and the Sites;
“Operational Change”	any change in the Supplier's operational procedures which in all respects, when implemented: <ul style="list-style-type: none"> (a) will not affect the Charges and will not result in any other costs to the Authority; (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and (d) will not require a change to this Agreement;
“Operational Service Commencement Date”	1 August 2022;
“Operational Services”	the operational services described as such in the Services Description;
“Other Supplier”	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
“Outline Implementation	the outline plan set out at Annex 1 of Schedule

Plan	6 (<i>Implementation Plan</i>);
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Partial Termination”	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 34.2(b) (<i>Termination by the Authority</i>) or 34.3(b) (<i>Termination by the Supplier</i>) or otherwise by mutual agreement by the Parties;
“Parties” and “Party”	have the meanings respectively given on page 1 of this Agreement;
“Performance Failure”	a KPI Failure or a PI Failure;
“Performance Indicators”	the Key Performance Indicators and the Subsidiary Performance Indicators;
“Permitted Maintenance”	has the meaning given in Clause 9.4 (<i>Maintenance</i>);
“Performance Monitoring Report”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>) and shall contain the information as set out in both Schedule 2.2 and Paragraph 3.27 (<i>Meetings and Project Management</i>) of Schedule 2.1 (<i>Services Description</i>);
“Performance Reporting Year”	means each 12 month period commencing from the Operational Services Date and being the Measurement Period over which the Authority will monitor the Performance Indicators against the Target Performance Level;
“Personal Data”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“Personal Data Breach”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“PI Failure”	a failure to meet, or demonstrate progress on, the Subsidiary Performance Indicator;
“Preceding Services”	has the meaning given in Clause 5.2(b) (<i>Standard of Services</i>);

“Processor”	has the meaning given to it under the UK GDPR or the EU GDPR as the context requires;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
“Programme Board”	the body described in Paragraph 5 of Schedule 8 (<i>Governance</i>);
“Prohibited Act”	<ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority 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 this Agreement; (c) an offence: <ul style="list-style-type: none"> (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); 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”

appropriate technical and organisational measures which may include: 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;

“Project Specific IPRs”

- (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement;

but shall not include the Supplier Background IPRs or the Specially Written Software;

“Public Sector Dependent Supplier”

means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;

“Public Sector and CNI Contract Information”

means the information requirements set out in accordance with Paragraphs 11 to 13 and Annex 2 of Part B of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);

“Publishable Performance Information”

means any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in Annex 1 which shall not constitute Commercially Sensitive Information;

“Quality Plans”

has the meaning given in Clause 6.1 (*Quality*

	<i>Plans</i>);
“Quarter”	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
“Recipient”	has the meaning given in Clause 22.1 (<i>Confidentiality</i>);
“Records”	has the meaning given in Schedule 8.4 (<i>Reports and Records Provisions</i>);
“Rectification Plan”	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
“Rectification Plan Failure”	<ul style="list-style-type: none"> (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 28.4 (<i>Submission of the draft Rectification Plan</i>) or 28.8 (<i>Agreement of the Rectification Plan</i>); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 28.7 (<i>Agreement of the Rectification Plan</i>); (c) the Supplier failing to rectify a material Default within the later of: <ul style="list-style-type: none"> (i) 30 Working Days of a notification made pursuant to Clause 28.2 (<i>Notification</i>); and (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default; (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to

	the Measurement Period in which the initial Material KPI Failure occurred; and/or
	(e) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;
“Rectification Plan Process”	the process set out in Clauses 28.4 (<i>Submission of the draft Rectification Plan</i>) to 28.9 (<i>Agreement of the Rectification Plan</i>);
“Registers”	has the meaning given in Schedule 8.5 (<i>Exit Management</i>);
“Relevant Authority” or “Relevant Authorities”	means the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
“Relevant IPRs”	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier’s obligations under this Agreement including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
“Relevant Preceding Services”	has the meaning given in Clause 5.2(b) (<i>Standard of Services</i>);
“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 for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, a tax authority in the

	jurisdiction in which the Supplier is established;
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relief Notice”	has the meaning given in Clause 32.2 (<i>Authority Cause</i>);
“Remedial Adviser”	the person appointed pursuant to Clause 30.2 (<i>Remedial Adviser</i>);
“Remedial Adviser Failure”	has the meaning given in Clause 30.6 (<i>Remedial Adviser</i>);
“Replacement Services”	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
“Replacement Supplier”	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
“Request For Information”	a Request for Information under the FOIA or the EIRs;
“Required Action”	has the meaning given in Clause 31.1(a) (<i>Step-In Rights</i>);
“Risk Register”	the register of risks and contingencies that have been factored into any Costs due under this Agreement, a copy of which is set out in Annex 4 of Schedule 7 (<i>Charges and Invoicing</i>);
“Security Management Plan”	the Supplier's security plan as attached as Annex 3 of Schedule 2.4 (<i>Security Management</i>) and as subsequently developed and revised pursuant to Paragraphs 3 and 4 of Schedule 2.4 (<i>Security Management</i>);
“Serious KPI Failure”	shall be as set out in Paragraph 2.4 of Part A

	of Schedule 2.2 (<i>Performance Levels</i>);
“Service Charges”	the periodic payments made in accordance with Schedule 7 (<i>Charges and Invoicing</i>) in respect of the supply of the Operational Services;
“Service Continuity Plan”	any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>) as may be amended from time to time;
“Service Continuity Services”	the business continuity, disaster recovery and insolvency continuity services set out in Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Service Credit Cap”	means the sum of £763,740.00 and being the maximum Service Credits that may be deducted from the Service Charges payable to the Supplier in each Performance Reporting Year, as set out in Paragraph 2.3 of Part A of Schedule 2.2;
“Service Credit Ceiling”	means the maximum applicable Service Credit applied in relation to any KPI Failure in each Performance Reporting Year calculated as set out in Paragraph 2.4 of Part A of Schedule 2.2 (<i>Performance Levels</i>);
“Service Credits”	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated as set out in Paragraph 2.4 of Part A of Schedule 2.2 (<i>Performance Levels</i>);
“Service Credit Floor”	means the minimum applicable Service Credit applied in relation to a KPI Failure in each Performance Reporting Year calculated as set out in Paragraph 2.4 of Part A of Schedule 2.2 (<i>Performance Levels</i>);
“Service Period”	a calendar month, save that: <ul style="list-style-type: none"> (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and

	(b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term (the “Final Service Period”);
“Services”	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2 (<i>Services Description</i>);
“Service Transfer Date”	has the meaning given in Schedule 9 (<i>Staff Transfer</i>);
“Services Description”	the services description set out in Schedule 2 (<i>Services Description</i>);
“Severe KPI Failure”	shall be as set out in Paragraph 2.4 of Part A of Schedule 2.2 (<i>Performance Levels</i>);
“Sites”	<p>any premises (including the Authority Premises, the Supplier’s premises or third party premises):</p> <p>(a) from, to or at which:</p> <p>(i) the Services are (or are to be) provided; or</p> <p>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>(b) where:</p> <p>(i) any part of the Supplier System is situated; or</p> <p>(ii) any physical interface with the Authority System takes place;</p>
“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-sized enterprises;
“Social Value”	the social, economic or environmental benefits set out in the Authority’s Requirements;

“Software”	Specially Written Software, Supplier Software and Third Party Software;
“Software Supporting Materials”	has the meaning given in Clause 17.1(b) (<i>Specially Written Software and Project Specific IPRs</i>);
“Source Code”	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
“Specially Written Software”	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement.
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“Staffing Information”	has the meaning given in Schedule 9 (<i>Staff Transfer</i>);
“Standards”	the standards, policies and/or procedures identified in Schedule 2.3 (<i>Standards</i>);
“Step-In Notice”	has the meaning given in Clause 31.1 (<i>Step-In Rights</i>);
“Step-In Trigger Event”	<p>(a) any event falling within the definition of a Supplier Termination Event;</p> <p>(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;</p> <p>(c) the Authority considers that the</p>

circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;

- (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 31 (*Step-In Rights*) is necessary;
- (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or
- (f) a need by the Authority to take action to discharge a statutory duty;

“Step-Out Date”	has the meaning given in Clause 31.5(b) (<i>Step-In Rights</i>);
“Step-Out Notice”	has the meaning given in Clause 31.5 (<i>Step-In Rights</i>);
“Step-Out Plan”	has the meaning given in Clause 31.6 (<i>Step-In Rights</i>);
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
“Sub-contract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
“Sub-contractor”	<p>any third party with whom:</p> <ul style="list-style-type: none">(a) the Supplier enters into a Sub-contract; or(b) a third party under (a) above enters into a Sub-contract, <p>or the servants or agents of that third party;</p>

“Sub-processor”	any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
“Subsidiary Performance Indicator”	the performance indicators set out in Table 2 of Part A of Annex 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Successor Body”	has the meaning given in Clause 37.4 (<i>Assignment and Novation</i>);
“Supplier Background IPRs”	<p>(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</p> <p>(b) Intellectual Property Rights created by the Supplier independently of this Agreement,</p> <p>which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;</p>
“Supplier COTS Background IPRs”	<p>Any embodiments of Supplier Background IPRs that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
“Supplier COTS Software”	<p>Supplier Software (including open source software) that:</p> <p>(a) the Supplier makes generally available</p>

	commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
	(b) has a Non-trivial Customer Base;
“Supplier Equipment”	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
“Supplier Non-COTS Background IPRs”	Any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;
“Supplier Non-COTS Software”	Supplier Software that is not Supplier COTS Software;
“Supplier Non-Performance”	has the meaning given in Clause 32.1 (<i>Authority Cause</i>);
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Agreement;
“Supplier Representative”	the representative appointed by the Supplier pursuant to Clause 11.3 (<i>Representatives</i>);
“Supplier Software”	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (<i>Software</i>);
“Supplier Solution”	the Supplier's solution for the Services set out in Schedule 4 (<i>Supplier Solution</i>) including any Annexes of that Schedule;

“Supplier System”

the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

“Supplier Termination Event”

- (a) the Supplier committing a material Default which is irremediable;
- (b) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 26.6(a) (*Financial and other Limits*);
- (c) a Remedial Adviser Failure;
- (d) a Rectification Plan Failure;
- (e) where a right of termination is expressly reserved in this Agreement, including pursuant to:
 - (i) Clause 19 (*IPRs Indemnity*);
 - (ii) Clause 40.6(b) (*Prevention of Fraud and Bribery*); and/or
 - (iii) Paragraph 12 of Part B to Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);
- (f) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (*Warranties*) being materially untrue or misleading;
- (g) the Supplier committing a material Default under Clause 10.10 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.10 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;
- (h) the Supplier committing a material

Default under any of the following Clauses:

- (i) Clause 5.5(j) (*Services*);
 - (ii) Clause 24 (*Protection of Personal Data*);
 - (iii) Clause 23 (*Transparency and Freedom of Information*);
 - (iv) Clause 22 (*Confidentiality*); and
 - (v) Clause 36 (*Compliance*); and/or
- (i) in respect of any security requirements set out in Schedule 2 (*Services Description*), Schedule 2.4 (*Security Management*) or the Baseline Security Requirements; and/or
 - (j) in respect of any requirements set out in Schedule 9 (*Staff Transfer*);
 - (k) an Insolvency Event occurring in respect of the Supplier;
 - (l) a change of Control of the Supplier unless:
 - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the Change of Control;
 - (m) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.10 (*Appointment of Key Sub-*

contractors);

- (n) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9 (*Staff Transfer*);
- (o) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement;
- (p) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
- (q) in relation to Schedule 2.4 (*Security Requirements*):
 - (i) the Authority has issued two rejection notices in respect of the Security Management Plan under Paragraph 4.5(b) (Part A)/ Paragraph 6.8(b) (Part B);
 - (ii) the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;
 - (iii) Supplier COTS Software and Third Party COTS Software is not within mainstream support unless the Authority has agreed in writing.
 - (iv) the Supplier fails to patch vulnerabilities in accordance with the Security Requirements; and/or,
 - (v) the Supplier fails to comply with the Incident Management Process.

**“Supply Chain
Transparency Report”**

means the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule 8.4 (*Reports and Records Provisions*);

“Target Performance Level”	the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in Annex 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Term”	the period commencing on the Implementation Services Commencement Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;
“Termination Assistance Notice”	has the meaning given in Paragraph 5 of Schedule 8.5 (<i>Exit Management</i>);
“Termination Assistance Period”	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 8.5 (<i>Exit Management</i>);
“Termination Date”	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
“Termination Payment”	the payment determined in accordance with Schedule 7.2 (<i>Payments on Termination</i>);
“Termination Services”	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 8.5 (<i>Exit Management</i>), and any other services required pursuant to the Termination Assistance Notice;
“Test Issues”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“Tests” and “Testing”	any tests required to be carried out under this Agreement, as further described in Schedule

	6.2 (<i>Testing Procedure</i>) and “ Tested ” shall be construed accordingly;
“ Test Success Criteria ”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“ Third Party Auditor ”	an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 8.4 (<i>Reports and Records Provisions</i>);
“ Third Party Beneficiary ”	has the meaning given in Clause 44.1 (<i>Third Party Rights</i>);
“ Third Party COTS IPRs ”	Third Party IPRs that: <ul style="list-style-type: none"> (a) the supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base;
“ Third Party COTS Software ”	Third Party Software (including open source software) that: <ul style="list-style-type: none"> (a) the supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
“ Third Party IPRs ”	Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
“ Third Party Non-COTS IPRs ”	Third Party IPRs that are not Third Party COTS IPRs;
“ Third Party Non-COTS Software ”	Third Party Software that is not Third Party COTS Software;

“Third Party Provisions”	has the meaning given in Clause 44.1 (<i>Third Party Rights</i>);
“Third Party Software”	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (<i>Software</i>);
“Transferring Assets”	has the meaning given in Paragraph 6.2(a) of Schedule 8.5 (<i>Exit Management</i>);
“Transferring Authority Employees”	has the meaning given in Schedule 9 (<i>Staff Transfer</i>);
“Transferring Former Supplier Employees”	has the meaning given in Schedule 9 (<i>Staff Transfer</i>);
“Transferring Supplier Employees”	has the meaning given in Schedule 9 (<i>Staff Transfer</i>);
“Transparency Information”	has the meaning given in Clause 23.1 (<i>Transparency and Freedom of Information</i>);
“Transparency Reports”	has the meaning given in Schedule 8.4 (<i>Reports and Records Provisions</i>);
“UK”	the United Kingdom;
“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;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental

	public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
“UK Public Sector / CNI Contract Information”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Annex 2 of Part B of Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Unconnected Sub-contract”	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
“Unconnected Sub-contractor”	any third party with whom the Supplier enters into an Unconnected Sub-contract;
“Updates”	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
“Upgrades”	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
“Valid”	in respect of an Assurance, has the meaning given to it in Paragraph 11.7 of Part B to Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“VAT”	value added tax as provided for in the Value Added Tax Act 1994;
“VCSE”	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; and

“Working Day”

any day other than a Saturday, Sunday or public holiday in England and Wales.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 2

SCHEDULE 2.1

SERVICES DESCRIPTION

Services Description

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

AMSP	means the Advanced Maths Support Programme to be delivered pursuant to this Agreement;
Core Maths	refers to a set of qualifications designed to prepare students, with a grade 4 or above at GCSE maths who are not taking AS/A level maths, for the mathematical demands of university, employment and life;
GDS	means Government Digital Standards
HEI	means all Higher Educational Institutions
STEM	means the subjects, science, technology, engineering and mathematics;

5 INTRODUCTION

5.1 The AMSP aims to improve participation and provision in level 3 mathematics. In 2017 the Authority published the Smith Review of post-16 Mathematics which identified a strong case for raising participation in post-16 mathematics to address the increasing importance of mathematical and quantitative skills to the future UK workforce and the relatively low level of student participation in maths education post-16 in England. In the 2017 Industrial Strategy the Government recognised mathematics has a critical role to play in the future of the UK economy. People, and the skills they have, are a key driver of productivity, and having a qualification in maths can be key to pursuing a career in STEM, especially in shortage occupations such as engineering.

The Authority's vision is to provide world-class education, training and care for everyone, whatever their background. This will make sure that everyone has the chance to reach their potential and live a more fulfilled life. It will also create a more productive economy, so that the country is fit for the future. The Authority's aim is that every child, no matter what challenges they face, should have access to an excellent education that prepares them for life in the modern world.

The aims of the AMSP will at all times support the Authority's Outcome Delivery objectives to:

- Drive economic growth through improving the skills pipeline, levelling up productivity and supporting people to work (cross-cutting outcome) and;

- Level up education standards so that children and young people in every part of the country are prepared with the knowledge, skills and qualifications they need.

5.2

The Authority's post-16 investment opportunities centre on levelling up education standards by driving up the quality of teaching for all and driving economic growth through increasing the number of people with higher-level STEM skills in the employment pipeline. By increasing the number of people in the workforce with STEM skills, this investment will also support the Government's objective of making the UK a scientific superpower.

A 2015 report into the requirements for high level STEM skills concluded that high level STEM skills are vital to the performance of the UK economy in terms of productivity and competitiveness. The report also indicated that high level STEM skills requirements are being transformed by fundamental global trends relating to business, technology, society and the environment. The COVID pandemic has highlighted both the crucial need for scientists, data experts and statisticians, but also the need to ensure that more people are able to understand and interpret statistical information.

There is an increasing need for quantitative knowledge to help supply this STEM pipeline. As Smith said in his review, quantitative skills are required in a wide range of occupations and activities, including the social sciences, the humanities and the creative arts and that access to a workforce with STEM skills is vital for many growing parts of the economy. There are indications from employers that there is still a gap in knowledge amongst employees. A recent Employer Skills Survey indicated that over two-fifths (44%) of employers expected the need to upskill staff in the area of complex analytical skills.

Fewer girls are taking advanced maths than boys. In 2019 only 21.3% of girls who achieved the necessary GCSE grade in maths went on to achieve a level 3 maths qualification. Even though there were a lower number of eligible boys, a higher proportion of those went on to achieve a maths qualification at level 3 (37.2%). Research suggests that gender stereotypes related to maths may be playing a role here. Parents are more likely to think their sons are talented in maths than their daughters and teachers stereotype maths as a male domain and consider girls to have lower ability in the subject than boys, which is endorsed by their students. In addition, girls are more likely than boys to endorse communal goals (e.g. working with or helping others) and there is a stereotype that STEM subjects do not help fulfil these goals. Smith (2014) provides a summary of how such stereotypes can be effectively challenged using role models and other methods. There is a need to research and trial different methods of tackling this issue in order to drive up participation. Tackling the gender gap will be a key focus of this work, as evidence shows that although boys self-rate their ability in maths as higher than girls, actual maths performance between the genders does not differ. The attitudes of girls towards maths also tends to decline as they progress further in school.

Ensuring students from deprived backgrounds have access to advanced maths is another core aim for the AMSP. Disadvantaged pupils are much less likely to take any level 3 maths qualifications. The attainment gap between disadvantaged and non-disadvantaged pupils remains stark – a study on numeracy and literacy by the Education Endowment Foundation found that the gap increases at every stage of education, doubling to 9.5 months by the end of primary school and then doubling again to 19.3 months by the end of secondary school.

In 2014, the Government launched the new ‘Core Maths’ qualifications to boost participation in mathematics post-16. These qualifications were designed for students with a grade C or above at GCSE who did not choose to study AS/A level mathematics. Core Maths qualifications focus on the use and application of mathematics and statistics in real life scenarios. Given the value placed on maths skills by universities and employers, schools and colleges are being encouraged to offer these qualifications to students that would not otherwise progress in the subject. Almost 3,000 students sat the first Core Maths examination in 2016 rising to over 11,700 entries in 2020 but there is significant scope for entries to grow substantially in the future.

- 5.3 This Schedule sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.

6 SERVICES DESCRIPTION

6.1 Implementation Services

Full details of the requirements for the Implementation Services are set out in Schedule 6.1 (Implementation Plan). In summary the Implementation Services include the following: –

3.1.1 The Supplier shall:

- (i) commence development of a Communications Strategy to engage schools and colleges, working with the Authority to secure appropriate clearances as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at <https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls>;
- (ii) develop and implement robust arrangements for the purpose of safeguarding the welfare of children, young people and vulnerable adults and which are compliant with the provisions of Schedule 12 (Safeguarding);
- (iii) demonstrate where applicable suitable user-centred digital proposals for ensuring that existing and future AMSP resources are easily accessible online;
- (iv) support the Authority in seeking any necessary approval for these proposals in accordance with Government Digital Service

(GDS) guidelines as detailed at [https://www.gov.uk/government/collections/cabinet-office-controls#digital-and-technology-spend-controls:-pipeline-process-\(introduced-in-2018\)](https://www.gov.uk/government/collections/cabinet-office-controls#digital-and-technology-spend-controls:-pipeline-process-(introduced-in-2018)); and

- (v) subject to GDS approval, implement the proposals subject to any modifications required as part of the approvals process or such alternative GDS-compliant solution as may be required.

6.2 Operational Services -

3.2.1 The Supplier shall improve the quality of the teaching of mathematics and create an effective support network. The Supplier shall achieve this by;

- (i) Delivering high quality training and ongoing support for teachers of post-16 mathematics and other quantitative subjects, including upskilling the mathematics teacher workforce to support students to prepare for university entrance exams;
- (ii) Delivering high quality training and ongoing support to upskill the existing key stage 4 mathematics teaching workforce so that students are prepared for A level study. Ensuring enhanced subject knowledge / understanding and greater enthusiasm and confidence in the classroom. As part of this the Supplier shall ensure that full consideration is given to the balance between online and face to face provisions to achieve optimal engagement and outcomes whilst ensuring value for money principles. In doing so the Supplier must;
 - provide high quality professional development, support and resources to upskill the specialist mathematics teaching workforce to enable them to teach AS/A level further mathematics and mathematics effectively;
 - provide high quality professional development, support and resources to upskill teachers of mathematics and other quantitative subjects to teach Core Maths effectively;
 - provide high quality professional development, support and resources to upskill the existing key stage 4 mathematics teaching workforce to enable them to teach GCSE effectively so that students are prepared for A level study, as is sufficient to meet any demand from teachers;
 - provide high quality professional development, support and resources to upskill the mathematics teaching workforce to support students to prepare for university entrance exams including STEP/AEA/MAT/TMUA, as is sufficient to meet any demand from teachers;
- (iii) Increasing engagement and awareness across the sector on the benefits of level 3 mathematics qualifications specifically working

with HEI's and FE colleges to build strong relationships and influence future entry requirements;

- (iv) Ensuring careers advisors / leaders are engaged and upskilled on the value of level 3 mathematics qualifications and the careers options available;
- (v) Exploring links with industry to understand how this can support the future pipeline of students studying STEM or other maths related degrees, and;
- (vi) Creating collaborative support networks to share best practice and ensure that these are aligned to both annual strategic priorities agreed with the Authority and identified regional and local needs in schools and colleges.

3.2.2 The Supplier shall increase participation in all Level 3 mathematics qualifications and increase the number of students studying STEM degrees, with a specific focus on gender inequalities; This shall include the Supplier:

- (i) Ensuring all state funded schools and colleges in England have access to high quality ongoing support to enable them to build capacity and capability for all Level 3 mathematics pathways;
- (ii) Ensuring all students in state funded schools and colleges have access to high quality ongoing support and tuition, where their school or college cannot provide this due to capacity or low cohort numbers;
- (iii) Providing a range of high-quality student engagement and enrichment activities to raise awareness of the opportunities that level 3 mathematics qualifications can realise. As part of this the Supplier shall give full consideration to the balance between online and face to face provision to achieve optimal engagement and outcomes whilst ensuring value for money principles. In doing so the Supplier must;
 - work directly with schools and colleges, including those in areas of low level 3 mathematics participation and areas of high disadvantage / deprivation to raise participation in AS/A level further mathematics;
 - work directly with schools and colleges to increase the participation of girls and other underrepresented groups in AS/A level further mathematics;
 - work directly with schools and colleges that do not currently offer AS or A level further mathematics to increase the number of schools and colleges offering AS/A level further mathematics;
 - provide direct high quality further mathematics tuition and support to students whose institution cannot support them;

- monitor the number of students taking AS/A level further mathematics;
- work directly with schools and colleges, including those in areas of low level 3 mathematics participation and areas of high disadvantage / deprivation to raise participation in Core Maths;
- work directly with schools and colleges to increase the participation of girls and other underrepresented groups in Core Maths;
- work directly with schools and colleges that do not currently offer Core Maths to increase the number of schools and colleges offering Core Maths;
- develop and maintain the online platform to deliver Core Maths teaching for students and CPD for teachers;
- monitor the number of students taking Core Maths;
- provide direct support to students preparing for university entrance exams including STEP/AEA/MAT/TMUA to increase students' opportunities to access mathematics courses at leading universities;
- inspire more students to study level 3 mathematics in preparation for work and university study; and
- monitor the number of students opting for mathematics and STEM related degrees.

3.2.3 **Create, Train and Support Core Maths Specialists:**

The Supplier shall create, train and support a network of core maths specialists. This shall require the Supplier;

- (i) recruiting and training core maths specialist leads, ensuring ongoing high-quality support and resources to enable specialist leads to have the requisite knowledge and skills to serve effectively in their respective roles. Full consideration should be given to the balance between online and face to face provision to achieve optimal engagement and outcomes whilst ensuring value for money principles;
- (ii) recruiting and training core maths specialist leads, including teachers of other quantitative subjects, with such initial training as is appropriate to prepare them for and ensure that they are able to serve effectively in that role, including but not limited to such training as may be appropriate to enable the professional development lead to:
 - train others in their specialist subject area;

- identify, recognise and advise on high-quality and effective mathematics teaching practice in core maths as their specialist subject area;
 - deliver professional development to others in a way which is effective at influencing and enhancing the effectiveness of their subject knowledge;
 - manage and oversee a register of core maths specialists, ensuring that individuals update their training as required should they wish to continue to serve as professional development leads;
- (iii) providing core maths specialist leads with such ongoing high-quality support and professional development as is appropriate to ensure that they are able to serve effectively in that role on an ongoing basis;
- (iv) developing and ensuring that core maths specialist leads have access to a bank of high-quality resources to support them in their work;
- (v) developing a model for how specialist leads will support schools / colleges to increase capacity and provision for core maths and stimulate student demand;
- (vi) maintaining the supply of core maths specialists in line with agreed numbers and continue to deliver a model that will embed effective, sustainable teaching practices that will continue to increase the number of pupils studying core maths beyond the life of the AMSP;
- (vii) set up and maintain an online community for core maths specialist leads, enabling them to establish and maintain contact with their counterparts in other parts of the country and facilitate the exchange of best practice.

3.2.4 The Supplier shall provide expertise on mathematical education. This shall include the Supplier;

- (i) developing and maintaining professional and productive relationships with Authority officials, other relevant Government-funded programmes, schools and teachers, and act as a source of expertise across the mathematics education landscape by putting in place and making available a readily available bank of leading experts on mathematics, mathematics teaching and related issues;
- (ii) building and ensuring continued availability of a bank of experts in the fields of mathematics and mathematics teaching to inform ongoing programme development and design and meet the Supplier's obligations to schools, colleges and the Authority;
- (iii) providing the Authority and, where requested by the Authority, other Government departments, executive agencies and Government-

funded education programmes with a source of expertise in mathematics and the teaching of mathematics, including (but not limited to):

- advising as required on current practice and trends in mathematics teaching, including by conducting literature reviews and surveys and interviews with secondary providers to produce one-off reports or collect data as required within the parameters of business as usual delivery and the agreed budget;
- (iv) providing confidential expert advice on the likely impact and consequences of any potential future curriculum/delivery policy changes, including risks and possible mitigations;
- (v) providing expert insight and opinion on technical questions or issues in relation to mathematics, mathematics teaching and the mathematics curriculum including assessment panels;
- (vi) providing ad-hoc support to draft policy documentation relating to mathematics teaching, including (but not limited to) providing confidential feedback on draft documentation and contributing information on the AMSP;
- (vii) where requested, producing and publishing advice for schools on the implementation of the Authority's mathematics curriculum policy, ensuring that this is approved by the Authority prior to publication;
- (viii) providing confidential advice and feedback to the Authority on possible refinements and improvements to Government-funded mathematics support programmes and associated delivery mechanisms, including the AMSP delivery model;
- (ix) organising, coordinating, administering and participating in expert advisory groups as required to advise on the Authority's policy and delivery within the parameters of business as usual delivery and the agreed budget;
- (x) working with the Authority and, where required, other relevant stakeholders in both Government and the education sector to ensure alignment and avoid duplication between the work of the AMSP and other relevant programmes, including by:
 - establishing strong relationships with a diverse range of key stakeholders in the field of mathematics education;
 - building and maintaining a detailed understanding of the education landscape in England, particularly in relation to mathematics education, and the interactions between various programmes and stakeholders in this field;
 - advising programme and system leaders across the education sector and other relevant stakeholders as required on the role of the AMSP and its contribution to educational improvement;

- collaborating with the Authority and other Government officials, programme and system leaders across the education sector, and other relevant stakeholders to foster and facilitate alignment and partnership working between educational improvement programmes across the education sector, including (but not limited to):
 - where appropriate and, subject to the prior written agreement of the Authority, refinement of the AMSP network models;
 - ensuring that AMSP engages with and fulfils all reasonable requests for support and assistance from the National Centre for Excellence in Teaching Mathematics (NCETM) and Maths Hubs;
- (xi) acting as a source of expertise on mathematical education by: developing and delivering high-quality professional development opportunities for teachers; and providing the Authority with high-quality advice and information on issues in mathematics teaching; and
- (xii) working with the Authority to promote Government mathematics policy and/or funding incentives to schools and colleges.

3.2.5 **Governance:**

The Supplier shall comply with the governance requirements as detailed in Schedule 8.1 (Governance) and shall ensure a robust approach to AMSP management, security of data and quality assurance of the AMSP. In addition to complying with Schedule 8.1 (Governance) the Supplier shall comply with the following;

- (i) collect management information on the AMSP to support its own continuous improvement. The Supplier shall also collect and supply information for other relevant organisations, including the Authority, the National Audit Office, and any appointed evaluation contractor;
- (ii) ensure that the collection, transfer and storage of this information complies with relevant statutory requirements, including the DPA 2018, UK GDPR and/or EU GDPR (as applicable);
- (iii) submit a security plan that explains how the Supplier will ensure that any Authority and personal data will be protected;
- (iv) contribute to, and participate in, regular reporting of management information, including, but not limited to, recruitment and performance data, marketing activity and financial spend.

3.2.6 The Supplier shall collect all data electronically and provide the data to the Authority within agreed timeframes. In doing so the Supplier shall;

- (i) develop, implement and progressively refine robust yet responsive AMSP management arrangements to ensure timely and effective delivery:

- of all KPI's and obligations specified in this Agreement;
 - against the Supplier Solution as set out in Schedule 4.1;
 - against the Implementation Plan and delivery plans produced by the Supplier and developed as required by this Agreement;
 - of all KPI's and obligations otherwise contained or otherwise implicit within the Agreement; and
 - of such other KPI's and obligations as may from time to time be required to enable the AMSP to deliver against its strategic priorities;
- (ii) develop, implement and maintain processes and systems for ensuring costs and pricing are assessed and managed appropriately throughout the Term, having regard to Cabinet Office spending controls and the need to ensure the prudent and transparent management of public funds. In relation to the budget profile this shall include (but not be limited to):
- cost of CPD by type;
 - costs of running the networks;
 - costs of resources;
 - costs of core maths specialists;
 - costs of enrichment activities;
 - costs of student tuition and support;
 - costs of careers advice and interactions;
 - costs of digital platform;
 - costs of targeted support to schools and colleges;
- (iii) at all times support, cooperate fully with, and provide such management information as may be required to meet the needs of the Authority, the National Audit Office, and any evaluation contractor appointed by the Authority. Such information shall include, as a minimum:
- in relation to each school or college participating in one or more activity or network:
 - the unique reference number (URN);
 - the full name of the school or college; and
 - the postcode associated with the school's or college's prime correspondence address;

▪ in relation to each activity or network the minimum requirement is:

- the unique reference number (URN) of the school or college at which the teacher is employed; and
- the number of teachers attending and where possible;
- the participant's full name or email address or TRN;
- the participant's role within the activity or network (e.g. professional development lead, core maths Specialist, Work Group participant);
- the academic year during which the participant commenced active engagement;
- any subsequent academic year(s) during which the participant continued to be actively engaged with the activity;
- a professional email address;
- the number of hours / weeks of CPD attendance;
- primary subject taught by teacher engaging in CPD (maths or other quantitative subject);

▪ in relation to networks and engagement with the wider sector:

- number and progress update of meaningful interactions with HEI's;
- number and progress update of meaningful interactions with employers and industry;
- number and progress update of meaningful interactions with careers advisers / leaders / sector experts;

▪ any further information as may from time to time be specified by the Authority or any evaluation contractor appointed by the Authority; in accordance with such timescales and at such intervals as may be specified in the Supplier's delivery plans or as may be reasonably required from time to time by the Authority, the National Audit Office or any evaluation contractor appointed by the Authority;

(iv) develop, agree with the Authority and subsequently implement robust processes for gathering and disseminating insights to inform continuous improvement, including:

- the systematic and robust gathering of information on performance against outcomes and barriers and bridges to good practice, for example the number and timing of CPD downloads in a particular period as defined by the Authority;

- (v) implement processes to ensure that the AMSP identifies, records, acts on and disseminates findings and recommendations to encourage and facilitate continuous improvement:
 - internally within the AMSP itself;
 - throughout any networks or working groups; and
 - in the practice of participants engaged in the AMSP;
- (vi) share knowledge acquired during the Term:
 - with the Authority to improve awareness of strategic approaches and system intelligence, including on (but not limited to) any identified potential refinements to the delivery approach;
 - if so requested by the Authority, with other suppliers delivering similar programmes on the Authority's behalf; and
 - subject to the Authority approval or, if so requested by the Authority, with other internal and external stakeholders, including (but not limited to) within the context of AMSP meetings and through the medium of presentations linked to findings of the AMSP;
- (vii) at all times ensure:
 - compliance with all applicable legislation which has as its purpose the promotion of equality and diversity, including (but not limited to) the Equality Act 2010;
 - the timely and accurate collection of equality and diversity data, including records of any reasonable adjustments implemented; and
 - the timely provision to the Authority of all reasonable assistance with any data collection relating to equality and diversity of programme participants;
- (viii) provide to the Authority 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 DPA 2018, requests from Ministers, and questions submitted by Members of Parliament; such support and assistance to be provided in accordance with the obligations as set out in the Agreement and, in any event, in a flexible and timely manner, within the agreed timescales and at no additional cost to the Authority;

3.2.7 Risk Management, Reporting, Key Performance Indicators and Obligations;

The Supplier shall comply with all elements of its delivery proposal for the AMSP in the form agreed by the Authority, the terms and conditions of the Agreement, and the agreed KPIs for the AMSP. The Supplier shall also

continually monitor and regularly report on progress against these; on risks to and issues affecting the successful delivery of the AMSP objectives; on progress against the agreed Implementation Plan, high-level delivery plan and detailed delivery plans; and on the AMSP finances.

The Supplier shall provide to the Authority details of all costs needed to complete the requirements of this Agreement, develop and implement simple and clear governance controls for the management and distribution of funds and at all times take all reasonable steps to ensure value for money

3.2.8 Meetings and Project Management:

The Supplier shall attend such meetings as the Authority may reasonably require in order to monitor and assure the smooth functioning of the AMSP and the Supplier's compliance with its obligations under the Agreement.

Without prejudice to the above, the Supplier shall attend monthly (or more frequently if required by the Authority) Programme Board meetings to make decisions regarding the direction of the AMSP and discuss issues affecting delivery of the AMSP. As part of this the Supplier shall work with the Authority to meet AMSP management objectives.

No later than 2 Working Days prior to each Programme Board meeting, the Supplier shall produce and submit to the Authority the information as set out below which together shall form part of the Performance Monitoring Report:

- a report detailing the KPIs, Subsidiary Performance Indicators and/or other obligations which have been achieved and progress against those which have not yet been achieved;
- a register of:
 - risks to the full and timely delivery of the AMSP and its KPIs and Subsidiary Performance Indicators, and a considered assessment in the Supplier's reasonable opinion of the inherent likelihood of those risks occurring and their likely impact on AMSP delivery if realised, in the absence of any contingency measures;
 - any issues which have been identified as compromising the full and timely delivery of the AMSP and its KPIs and Subsidiary Performance Indicators, and a considered assessment in the Supplier's reasonable opinion of the inherent impact of those issues on AMSP delivery, in the absence of any contingency measures;
 - the contingency measures that have been identified and, if appropriate, implemented in order to prevent or reduce the likelihood of the risks identified above being realised, or to reduce those risks' likely impact in the event that they are realised, as well as a considered assessment in the Supplier's reasonable opinion of the residual likelihood of those risks occurring and their likely impact on AMSP delivery if realised, in

light of the identified contingency measures having been implemented; and

- any countermeasures which have been implemented to prevent or reduce the impact on delivery of the issues identified as above, and a considered assessment in the Supplier's reasonable opinion of the residual impact of those issues on AMSP delivery in light of those countermeasures having been implemented; and
- a document showing:
 - during the period covered by the agreed Detailed Implementation Plan, progress against that Detailed Implementation Plan;
 - during any given Performance Reporting Year, progress against the Detailed Implementation Plan (being the delivery plan) for that year;
 - with respect to any period for which a Detailed Implementation Plan has not or has yet to be agreed between the Parties, progress against the agreed high-level draft Implementation Plan; and
 - a sufficient level of detail to enable the Authority to form an accurate and meaningful judgement of the extent to which the AMSP's KPI's have been achieved or are on track to be achieved;
- a report detailing:
 - invoicing during the financial year to date ('financial year' being defined as the period starting on 1 April each calendar year and ending on 31 March of the following calendar year);
 - an up-to-date budget profile showing anticipated total expenditure in each month for the remainder of the financial year; and
 - in advance of the first Programme Board meeting following 30 June, 30 September, 31 December and 31 March each year, or following expiry or earlier termination of the Agreement:
 - a breakdown of costs incurred against each budget line in each month during the financial year to date.
- in advance of the first Programme Board meeting following the conclusion of each Performance Reporting Year:
 - an annual report detailing AMSP outputs (specifically including, but not limited to, the Supplier's performance against all KPIs and Subsidiary Performance Indicators), impact and any insights gained over the preceding Performance Reporting Year; and
 - if requested by the Authority and unless the meeting takes place following expiry or earlier termination of the Agreement, such evidence as the Authority may reasonably require to ensure that the prerequisites

for award of the Agreement to the Supplier continue to be met, including but not limited to:

- certificates demonstrating that such insurances as are required under the terms of the Agreement continue to be held; and
 - evidence that the Supplier continues to hold the requisite level of certification under the Cyber Essentials Scheme required under the terms of the Agreement, or has in place suitable alternative Cyber Security measures of equivalent scope and coverage;
- a copy of the current exit plan; and
 - a copy of the current transfer of sub-contractor undertakings plan;

The Supplier shall develop and, by 1 August in each year of the Term, submit to the Authority for approval a detailed delivery plan (which shall constitute the Detailed Implementation Plan for the purposes of this Agreement) for the forthcoming Performance Reporting Year, showing how the Supplier intends to deliver against the AMSP Specification, targets, KPIs, Subsidiary Performance Indicators, obligations and the Authority priorities outlined above during that period, and which shall supplement the high-level delivery plan;

The Supplier shall work with the Authority to develop and, within 3 months of the Implementation Commencement Date, agree with the Authority a contract management strategy which will demonstrate successful delivery of all elements of the Agreement. This strategy shall be reviewed and updated at least annually or more frequently if so required by the Authority or if so agreed between the Parties. Any such updates shall be subject to the agreement of both Parties.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 2.2

PERFORMANCE LEVELS

Performance Levels

7 DEFINITIONS

7.1 In this Schedule, the following definitions shall apply:


“Performance Monitoring Report”	has the meaning given in Paragraph 1.1 - of Part B;
“Performance Review Meeting”	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in Paragraph 1.5 of Part B;

PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS

1 PERFORMANCE INDICATORS

- 1.1 Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Credits shall accrue for any KPI Failure and shall be applied as set out in Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure.

2 SERVICE CREDITS

- 2.1 If the level of performance of the Supplier during a Performance Reporting Year achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Credits shall apply in respect of that Key Performance Indicator.
- 2.2 In the event that the Supplier fails to meet the Target Performance Level in respect of any one or more Key Performance Indicators during a Performance Reporting Year (a "KPI Failure") then the Authority may deduct any accrued Service Credits from the Service Charges payable for the first Service Period following the Performance Reporting Year to which the Service Credits relate, save that any Service Credits that accrue at the end of the Term shall be deducted from the Service Charges payable for the Final Service Period.
- 2.3 
- 2.4 The Service Credits that may be applied with respect to each KPI Failure and in each Performance Reporting Year shall be determined according to whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure and calculated as follows:

Severe KPI Failure:

If the Supplier achieves less than 50% of the Target Performance Level in respect of a KPI this will be deemed a "Severe KPI Failure" in respect of that KPI.

For each Severe KPI Failure the applicable Service Credit shall be the Service Credit Ceiling as detailed in Table 1 of Annex A calculated as a proportion of the total Service Charges payable in that Performance Reporting Year.

Serious KPI Failure:

If the Supplier achieves 50% or more of the Target Performance Level but less than 75% of the Target Performance Level in respect of a KPI, this will be deemed a “Serious KPI Failure” in respect of that KPI.

For each Serious KPI Failure the applicable Service Credit shall be determined in accordance with the following formula:

- The respective Service Credit Floor (£ amount) as set out in Table 1 of Annex A; or
- Service Credit Ceiling % * (1 – KPI % achieved) as set out in Table 1 of Annex A; and
- calculated as a proportion of the total Service Charges payable in that Performance Reporting Year

the amount applied shall then be the higher of the two figures.

Minor KPI Failure:

If the Supplier achieves 75% or more of the Target Performance Level but less than 100% of the Target Performance Level this will be deemed a “Minor KPI Failure”.

For each Minor KPI Failure the applicable Service Credit shall be the Service Credit Floor as detailed in Table 1 of Annex 1.

- 2.5 The Authority may, at its sole discretion, determine that Service Credits should not be applied with respect to any KPI Failure, or determine that the Service Credit to be applied should be in an amount lower than the Service Credit applicable to the severity of the KPI Failure. Any such determination shall not affect the Authority’s right to apply Service Credits with respect to a future KPI Failure, subject to such Service Credits not exceeding the applicable Service Credit Ceiling in relation to any individual Key Performance Indicator in any given Performance Reporting Year.
- 2.6 The Authority shall use the Yearly Performance Monitoring Reports provided pursuant to Part B (Performance Monitoring) of this Schedule 2.2. and including the information as set out in Schedule 2.1, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Performance Reporting Year.
- 2.7 For the avoidance of doubt, Service Credits shall not apply to a PI Failure.

PART B: PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within 20 Working Days of the end of each Service Period, or such other period as specified by the Authority, the Supplier shall provide a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.3 and which contains all of the management information as set out in Paragraph 3.2.8 (*Meetings and Project Management*) of Schedule 2.1 (Services Description) (the “**Performance Monitoring Report**”).
- 1.2 Within 2 months following the end of the last Service Period in each Contract Year, or 2 months before the end of the contract, the Supplier shall provide a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.7 and which contains all of the management information as set out in Paragraph 3.2.8 (*Meetings and Project Management*) of Schedule 2.1 (Services Description) (the “**Yearly Performance Monitoring Report**”) over the previous Performance Reporting Year.

Performance Monitoring Report

- 1.3 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum and in addition to the information set out in Paragraph 3.2.8 (*Meetings and Project Management*) of Schedule 2.1 (Services Description), the following information:

Information in respect of the Service Period just ended

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the level of performance achieved over the Service Period;
 - (b) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier’s progress in implementing that Rectification Plan;
 - (c) relevant particulars of any aspects of the Supplier’s performance which fail to meet the requirements of this Agreement; and
 - (d) such other details as the Authority may reasonably require from time to time.
- 1.4 The Performance Monitoring Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.5.

- 1.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- (a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
 - (b) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
 - (c) be attended by the Supplier Representative and the Authority Representative.
- 1.6 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier in relation to any information set out in the Performance Monitoring Report.

Yearly Performance Monitoring Report

- 1.7 The Yearly Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information as calculated at the end of each Performance Reporting Year;
- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved by the Supplier over the previous Performance Reporting Year;
 - (b) a summary of all Performance Failures that occurred over the previous Performance Reporting Year;
 - (c) the severity level of each KPI Failure that occurred over the previous Performance Reporting Year;
 - (d) which Performance Failures remain outstanding and progress in resolving them;
 - (e) for any Material KPI Failures or Material PI Failures occurring during the Performance Reporting Year, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
 - (f) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
 - (g) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;

- (h) the Service Credits to be applied to the Service Charges payable for the last Service Period in the previous Performance Reporting Year indicating the KPI Failure(s) to which the Service Credits relate;
 - (i) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;
 - (j) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement; and
 - (k) such other details as the Authority may reasonably require.
- 1.8 The Yearly Performance Monitoring Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.5.
- 1.9 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure.

2 PERFORMANCE RECORDS

- 2.1 The Supplier shall keep appropriate documents and records (including, staff records, timesheets, training programmes, staff training records, supplier accreditation records, complaints received etc) in relation to the Services being delivered. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as set out in Schedule 2.1 (*Services Description*) and/or as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.
- 2.3 The Supplier shall ensure that the Performance Monitoring Report, (as well as historic Performance Monitoring Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

ANNEX 1: KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS

PART C: KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS TABLES

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services are set out below:

1. Table 1: Key Performance Indicators

Primary KPI	Performance Measure	Monitoring Method and Frequency	Volume; Performance Target (annually)	Service Credit ceiling	Service Credit floor	Published Performance Information
1a. Number of teachers completing sustained (≥ 6 months) professional development for A level further maths or A level maths	Total number of teachers completing sustained professional development each year for; a) A level maths b) A level further maths	Measured by contact details / numbers of. The contractor will be responsible for tracking data year on year. Breakdown of teachers from areas of low maths participation, disadvantaged / deprived areas. Monthly & annually	630 teachers	1%	£500	Yes
1b. Number of	Total number of	Measured by contact	9,500 hours	1%	£1,000	No

CPD hours completed	CPD hours completed for; core maths, including hours completed by non-maths teachers	details / numbers of. The contractor will be responsible for tracking data year on year. Breakdown of teachers from areas of low maths participation, disadvantaged / deprived areas / other quantitative subjects Monthly & annually				
1c. Number of CPD hours completed	Total number of CPD hours completed for; a) A level maths, b) A level further maths and	Measured by contact details / numbers of. The contractor will be responsible for tracking data year on year. Breakdown of teachers from areas of low maths participation, disadvantaged / deprived areas. Monthly & annually	15,500 hours	1%	£500	No
1d. Number of CPD hours completed	Total number of CPD hours completed for; higher-level problem-solving/university	Measured by contact details / numbers of. The contractor will be responsible for tracking data year on year. Breakdown of teachers	1,564 hours	1%	£250	No

	entrance tests	from areas of low maths participation, disadvantaged / deprived areas. Monthly & annually				
1e. Number of CPD hours completed	Total number of CPD hours completed for; Higher tier GCSE	Measured by contact details / numbers of. The contractor will be responsible for tracking data year on year. Breakdown of teachers from areas of low maths participation, disadvantaged / deprived areas. Monthly & annually	4,500 hours	1%	£250	No
1f. Quality of teaching, measured by self-evaluation of enhanced subject knowledge / understanding and greater enthusiasm and confidence in the classroom	Expressed as a percentage of participants who stated improvements in their quality of teaching as a result of attending CPD. To include core maths specialists evaluation.	Measured by surveys of participants developed in conjunction with DfE analysts / third party evaluator Monthly, quarterly & annually	85% of CPD participants responding to a quality-assessment survey report a positive impact on improving knowledge, skills and confidence in the teaching of mathematics.	1%	£500	No

2. Recruit and train core maths specialist leads, including teachers of other quantitative subjects	Number of specialists trained including continued support and resources as required to develop ongoing effective subject knowledge. Specialists must be retained in the roles and working within schools to drive up core maths participation.	Measured by contact details / numbers of. The contractor will be responsible for tracking data year on year. Breakdown of teachers from areas of low maths participation, disadvantaged / deprived areas / other quantitative subjects Performance and capability of specialists will be subject to quality evaluation to support continuous improvement Monthly & annually	Y1 = Recruit and train between 12 and 24 Core Maths Specialist Leads. Y2 = Retain at least 80% of Core Maths Specialist Leads recruited in 2022/23. In addition, recruit and train additional Core Maths Specialist Leads, so that by 31st July 2024 there are at least 30 leads supporting schools/colleges.	1% of which half linked to retention in Y2 and half linked to recruitment in Y2 Service Credits will not be applied against this KPI in respect of the first Contract Year	£1,000	No
3. Social Value: Tackling economic inequalities	Number of schools / colleges / teachers / students engaged in programme Work with schools / colleges to remove	Measured by URN / contact details / numbers of. The contractor will be responsible for tracking data year on year.	At least 33% of all schools/colleges engaging with AMSP activities/support	1%	£1,000	No

	<p>barriers to participation in Continued Professional Development (CPD) for schools and colleges with high proportions of disadvantaged pupils/students and/or low participation in L3 maths</p> <p>Work with school / colleges to identify and remove barriers to increase girls participation and drive reductions in gender inequalities across L3 maths.</p> <p>Work with schools / colleges to deliver a range of engagement and enrichment activities to raise</p>	<p>Breakdown of schools / colleges from areas of low maths participation, disadvantaged / deprived areas / gender / type of enrichment / engagement events.</p> <p>Measured using the URN of the schools/colleges participating each academic year and DfE data on distribution of Free-School Meals (FSM), working on assumption if FSM at 11-16 would be FSM at 16-19</p> <p>Monthly & annually</p>	<p>are Priority Institutions (a third of all schools/colleges in local authorities with the highest rankings for deprivation and disadvantage), or at least 75% of Priority Institutions engage with AMSP activities/support.</p>		
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	awareness and stimulate demand for L3 maths						
4a. Provide capacity for up to 500 students for AS/A level further maths tuition through the AMSP in the 2022-23 academic year.	Actual number of students receiving direct tuition including those students from priority areas	Monthly & annually	Capacity for up to 500 students	0.5%	£250	Yes	
4b. Support at least 1250 students (including at least 250 from schools/colleges in priority areas) on a course providing a minimum of 20 hours' support for higher-level mathematics problem-solving and preparation for university mathematics	Actual number of students receiving direct support including those students from priority areas	Monthly & annually	1250 students including at least 250 from priority schools/colleges	0.5%	£250	Yes	

entrance tests in the 2022-23 academic year							
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2. Table 2 - Subsidiary Performance Indicators

Subsidiary KPIs	Performance Measure	Monitoring Method and Frequency	Volume; Performance Target (annually)	Service Credit ceiling	Service Credit floor	Published Performance Information
5. Stakeholder engagement; HEI's, / FE colleges, careers advisors / leaders, employers and industry	Engage with stakeholders and representatives from universities, employer and industry organisations and careers organisations to increase reach of the programme and provide information and discuss positive encouragement for Level 3 mathematics. Monitor the number of universities and employers engaging with the AMSP and	Monthly & annually	Progress updates to be provided in monthly performance reports	0%	N/A	No

	providing support to increase the uptake of Core Maths.					
6. Maintain and develop core maths platform and ensure this will continue to be freely available to all state funded schools and colleges	<p>Maintain and develop the Core Maths Platform, ensuring that the resources are freely available and accessible to all state-funded schools/colleges in England.</p> <p>Monitor the number of users of the platform</p>	Monthly & annually	Progress updates to be provided in monthly performance reports	0%	N/A	No

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 2.3

STANDARDS

Standards

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

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

2 GENERAL

- 2.1 Throughout the term of this Agreement, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier’s provision, or the Authority’s receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.
- 2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Authority’s receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE

- 3.1 The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government’s Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

4 OPEN DATA STANDARDS & STANDARDS HUB

- 4.1 The Supplier shall comply to the extent within its control with UK Government’s Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

5 NOT USED

6 ACCESSIBLE DIGITAL STANDARDS

6.1 The Supplier shall comply with (or with equivalents to):

- (a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and
- (b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability
- (c) ISO/IEC 27001/27002 Information Security Management – International standards for managing information security

7 SERVICE MANAGEMENT SOFTWARE & STANDARDS

7.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

- (a) ITIL v4;
- (b) ISO/IEC 20000-1 2018 “Information technology — Service management – Part 1”;
- (c) ISO/IEC 20000-2 2019 “Information technology — Service management – Part 2”;
- (d) ISO 10007: 2017 “Quality management systems – Guidelines for configuration management”; and
- (e) ISO 22313:2020 “Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301” and, ISO/IEC 27031:2011 and ISO 22301:2019.

7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level”, then this shall be deemed acceptable.

8 ENVIRONMENTAL REQUIREMENTS

8.1 The Supplier shall comply with the environmental requirements set out in the Annex to this Schedule.

9 NOT USED

ANNEX 1: ENVIRONMENTAL REQUIREMENTS

1. DEFINITIONS

1.1. In this Annex, the following definitions shall apply:

“Permitted Item”	means those items which are permissible under this Agreement to the extent set out in Table B of this Annex
“Prohibited Items”	means those items which are not permissible under this Agreement as set out at Table A of this Annex
“Sustainability Reports”	written reports to be completed by the Supplier containing the information outlined in Table C of this Annex
“Waste Hierarchy”	<p>means prioritisation of waste management in the following order of preference:</p> <ul style="list-style-type: none">(a) Prevention – by using less material in design and manufacture. Keeping products for longer;(b) Preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts;(c) Recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols;(d) Other Recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and(e) Disposal - Landfill and incineration without energy recovery.

2. ENVIRONMENTAL REQUIREMENTS

- 2.1. The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force in relation to the Agreement.
- 2.2. The Supplier warrants that it has obtained ISO 14001 certification from an accredited body and shall comply with and maintain certification requirements throughout the Term.
- 2.3. In performing its obligations under the Agreement the Supplier shall to the reasonable satisfaction of the Authority:

- (a) demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Authority's reasonable questions;
 - (b) prioritise waste management in accordance with the Waste Hierarchy;
 - (c) be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Agreement is taken to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;
 - (d) ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Agreement do so in a legally compliant way, undertake reasonable checks on a regular basis to ensure this;
 - (e) inform the Environmental Agency within one Working Day in the event that a permit or exemption to carry or send waste generated under this Agreement is revoked and in circumstances where a permit or exemption to carry or send waste generated under this Agreement is revoked the Supplier shall cease to carry or send waste or allow waste to be carried by any Sub-contractor until authorisation is obtained from the Environmental Agency;
 - (f) minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment; and
 - (g) reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment.
- 2.4. The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Agreement. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
- 2.5. The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Agreement unless:
- (a) it is a Permitted Item; or
 - (b) the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.
- 2.6. The Supplier shall complete the Sustainability Report in relation its provision of the Services under this Agreement and provide the Sustainability Report to the Authority on the date and frequency outlined in Table C of this Annex.
- 2.7. The Supplier shall comply with reasonable requests by the Authority for information evidencing compliance with the provisions of this Annex within

fourteen (14) days of such request, provided that such requests are limited to two per Contract Year.

TABLE A – Prohibited Items

<p>The following consumer single use plastics are Prohibited Items:</p>	<p>Catering</p> <ul style="list-style-type: none"> a. Single use sachets e.g. coffee pods, sauce sachets, milk sachets b. Take away cutlery c. Take away boxes and plates d. Cups made wholly or partially of plastic e. Straws f. Stirrers g. Water bottles
	<p>Facilities</p> <ul style="list-style-type: none"> a. Single use containers e.g. hand soap, cleaning products b. Wipes containing plastic
	<p>Office Supplies</p> <ul style="list-style-type: none"> a. Plastic envelopes b. Plastic wrapping for brochures c. Paper or card which is bleached with chlorine
	<p>Packaging</p> <ul style="list-style-type: none"> a. Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. b. Single use carrier bags

TABLE B – Permitted Items

None

TABLE C – Sustainability Reports

Report Name	Content of Report	Frequency of Report
Carbon reduction plan	<p>Carbon Reduction Plans must include the supplier's current carbon footprint (current emissions reporting) and its commitment to reducing emissions to achieve Net Zero emissions by 2050 (emissions reduction targets).</p> <p>This may include environmental management measures such as certification schemes like ISO14001 or PAS 2060, signing up to SBTi or specific measures such as the adoption of LED/PIR lighting controls, changes to policy resulting in a reduction in company travel and flights or the electrification of the company fleet.</p> <p>Carbon Reduction Plans must be completed in accordance with PPN 06/21 and associated guidance and reporting standards.</p> <p>https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts</p>	On anniversary of the start of the Contract Year

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 2.4

SECURITY MANAGEMENT

SECURITY ASSURANCE

1 Definitions

1.1 In this Schedule:

“Anti-Malicious Software”	means software that scans for and identifies possible Malicious Software in the IT Environment;
“Breach of Security”	<ul style="list-style-type: none">(a) an event that results, or could result, in:(b) any unauthorised access to or use of the Authority Data, the Services and/or the Information Management System; and/or(c) the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement;
“Certification Requirements”	means the information security requirements set out in Paragraph 6;
“CHECK Service Provider”	means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the IT Health Check services required by Paragraph 7.1;
“CREST Service Provider”	means a company with a SOC Accreditation from CREST International;
“Higher Risk Sub-contractor”	<p>means a Sub-contractor that Processes Authority Data, where that data includes either:</p> <ul style="list-style-type: none">(a) the Personal Data of 1000 or more individuals in aggregate during the period between the first Operational Service Commencement Date and the date on which this Agreement terminates in accordance with Clause 4.1(b); or(b) Special Category Personal Data;
“Cyber Essentials”	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
“Cyber Essentials Plus”	means the Cyber Essentials Plus certificate issued

Plus”	under the Cyber Essentials Scheme;
“Cyber Essentials Scheme”	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
“Incident Management Process”	means the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Authority Data, the Authority, the Services and/or users of the Services and which shall be prepared by the Supplier in accordance with Paragraph 4 using the template set out in Annex 3;
“Information Assurance Assessment”	means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Paragraph 4 in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Annex 3;
“Information Management System”	<p>means</p> <ul style="list-style-type: none"> (a) those parts of the Supplier System, and those of the Sites, that the Supplier or its Sub-contractors will use to provide the parts of the Services that require Processing Authority Data; and (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources);
“Information Security Approval Statement”	<p>means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that:</p> <ul style="list-style-type: none"> (a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed; (b) the Authority has accepted the residual risks; and

	(c) the Supplier may use the Information Management System to Process Authority Data;
“IT Health Check”	has the meaning given in Paragraph 7.1;
“Medium Risk Sub-contractor”	<p>means a Sub-contractor that Processes Authority Data, where that data</p> <p>(a) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the first Operational Service Commencement Date and the date on which this Agreement terminates in accordance with Clause 4.1(b); and</p> <p>(b) does not include Special Category Personal Data;</p>
“Personal Data Processing Statement”	<p>means a document setting out:</p> <p>(a) the types of Personal Data which the Supplier and/or its Sub-contractors Processes or will Process under this Agreement;</p> <p>(b) the categories of Data Subjects whose Personal Data the Supplier and/or its Sub-contractors Processes or will Process under this Agreement;</p> <p>(c) the nature and purpose of such Processing;</p> <p>(d) the locations at which the Supplier and/or its Sub-contractors Process Personal Data under this Agreement; and</p> <p>(e) the Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data Processed under this Agreement against a Breach of Security (insofar as that Breach of Security relates to data) or a Personal Data Breach;</p>
“Process”	means any operation which is performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or

destruction;

“Required Changes Register”

mean the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 5.2 together with the date by which such change shall be implemented and the date on which such change was implemented;

“Risk Register”

is the risk register within the Information Assurance Assessment which is to be prepared and submitted to the Authority for approval in accordance with Paragraph 4;

“Security Management Plan”

means the document prepared by the Supplier using the template in Annex 3, comprising:

- (a) the Information Assurance Assessment;
- (b) the Personal Data Processing Statement;
- (c) the Required Changes Register; and
- (d) the Incident Management Process;

Special Category Personal Data

means the categories of Personal Data set out in article 9(1) of the GDPR;

2 Introduction

2.1 This Schedule sets out:

- (a) the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Agreement to ensure the security of the Authority Data and the Information Management System;
- (b) the Certification Requirements applicable to the Supplier and each of those Key Sub-contractors which Processes Authority Data;
- (c) The security requirements in Annex 1, with which the Supplier must comply;
- (d) the tests which the Supplier shall conduct on the Information Management System during the Term;
- (e) the Supplier's obligations to:

- (i) return or destroy Authority Data on the expiry or earlier termination of this Agreement; and
- (ii) prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in Paragraph 9; and
- (iii) report Breaches of Security to the Authority.

3 Principles of Security

- 3.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Authority Data and, consequently on the security of:
- (a) the Sites;
 - (b) the IT Environment;
 - (c) the Information Management System; and
 - (d) the Services.
- 3.2 Notwithstanding the involvement of the Authority in assessing the arrangements which the Supplier implements to ensure the security of the Authority Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:
- (a) the security, confidentiality, integrity and availability of the Authority Data whilst that Authority Data is under the control of the Supplier or any of its Key Sub-contractors; and
 - (b) the security of the Information Management System.
- 3.3 The Supplier shall:
- (a) comply with the security requirements in Annex 1; and
 - (b) ensure that each Key Sub-contractor that Processes Authority Data complies with the Key Sub-contractor Security Requirements.
- 3.4 The Supplier shall provide the Authority with access to Supplier Personnel responsible for information assurance to facilitate the Authority's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.

4 Information Security Approval Statement

- 4.1 The Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule, including any requirements imposed on Key Sub-contractors by Annex 2, from the first Operational Services Commencement Date.

- 4.2 The Supplier may not use the Information Management System to Process Authority Data unless and until:
- (a) the Supplier has procured the conduct of an IT Health Check of the Supplier System by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 7.1; and
 - (b) the Authority has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 4.
- 4.3 The Supplier shall document in the Security Management Plan how the Supplier and its Key Sub-contractors shall comply with the requirements set out in this Schedule and the Agreement in order to ensure the security of the Authority Data and the Information Management System.
- 4.4 The Supplier shall prepare and submit to the Authority within 60 Working Days of the date of this Agreement, the Security Management Plan, which comprises:
- (a) an Information Assurance Assessment;
 - (b) the Required Changes Register;
 - (c) the Personal Data Processing Statement; and
 - (d) the Incident Management Process.
- 4.5 The Authority shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Supplier with:
- (a) an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Authority Data; or
 - (b) a rejection notice, which shall set out the Authority's reasons for rejecting the Security Management Plan.
- 4.6 If the Authority rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Authority's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Authority for review within 10 Working Days or such other timescale as agreed with the Authority.
- 4.7 The Authority may require, and the Supplier shall provide the Authority and its authorised representatives with:
- (a) access to the Supplier Personnel;
 - (b) access to the Information Management System to audit the Supplier and its Key Sub-contractors' compliance with this Agreement; and

- (c) such other information and/or documentation that the Authority or its authorised representatives may reasonably require,

to assist the Authority to establish whether the arrangements which the Supplier and its Key Sub-contractors have implemented in order to ensure the security of the Authority Data and the Information Management System are consistent with the representations in the Security Management Plan. The Supplier shall provide the access required by the Authority in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Authority with the access that it requires within 24 hours of receipt of such request.

5 Compliance Reviews

- 5.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Authority, at least once each year and as required by this Paragraph.
- 5.2 The Supplier shall notify the Authority within 2 Working Days after becoming aware of:
 - (a) a significant change to the components or architecture of the Information Management System;
 - (b) a new risk to the components or architecture of the Information Management System;
 - (c) a vulnerability to the components or architecture of the Service which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in Paragraph .2 of Annex 1 to this Schedule;
 - (d) a change in the threat profile;
 - (e) a significant change to any risk component;
 - (f) a significant change in the quantity of Personal Data held within the Service;
 - (g) a proposal to change any of the Sites from which any part of the Services are provided; and/or
 - (h) an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
 - (i) a Cyber Essentials audit report produced in connection with the cyber security indicates significant concerns
- 5.3 Within 10 Working Days of such notifying the Authority or such other timescale as may be agreed with the Authority, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Authority for review and approval.

- 5.4 Where the Supplier is required to implement a change, including any change to the Information Management System, the Supplier shall effect such change at its own cost and expense.

6 Certification Requirements

- 6.1 The Supplier shall be certified as compliant with either :

(a) ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or

(b) Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Supplier shall be permitted to receive, store or Process Authority Data.

- 6.2 The Supplier shall ensure that each Higher Risk Key Sub-contractor is certified as compliant with either:

(a) ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or

(b) Cyber Essentials PLUS,

and shall provide the Authority with a copy of each such certificate of compliance before the Higher-Risk Key Sub-contractor shall be permitted to receive, store or Process Authority Data.

- 6.3 The Supplier shall ensure that each Medium Risk Key Sub-contractor is certified compliant with Cyber Essentials.

- 6.4 The Supplier shall ensure that the Supplier and each Key Sub-contractor who is responsible for the secure destruction of Authority Data:

(a) securely destroys Authority Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and

(b) are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Authority.

- 6.5 The Supplier shall provide the Authority with evidence of its and its Key Sub-contractor's compliance with the requirements set out in this Paragraph 6 before the Supplier or the relevant Sub-contractor (as applicable) may carry out the secure destruction of any Authority Data.

- 6.6 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Key Sub-contractor ceases to be compliant with the Certification Requirements and, on request from the Authority, shall or shall procure that the relevant Sub-contractor shall:

- (a) immediately ceases using the Authority Data; and
- (b) procure that the relevant Key Sub-contractor promptly returns, destroys and/or erases the Authority Data in accordance with the requirements set out in this Paragraph.
- (c) The Authority may agree to exempt, in whole or part, the Supplier or any Key Sub-contractor from the requirements of this Paragraph 6. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

7 Security Testing

7.1 The Supplier shall, at its own cost and expense procure and conduct:

- (a) testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider ("**IT Health Check**"); and
- (b) such other security tests as may be required by the Authority,

7.2 The Supplier shall complete all of the above security tests before the Supplier submits the Security Management Plan to the Authority for review in accordance with Paragraph 4; and it shall repeat the IT Health Check not less than once every 12 months during the Term and submit the results of each such test to the Authority for review in accordance with this Paragraph.

7.3 In relation to each IT Health Check, the Supplier shall:

- (a) agree with the Authority the aim and scope of the IT Health Check;
- (b) promptly, and no later than ten (10) Working Days, following the receipt of each IT Health Check report, provide the Authority with a copy of the full report;
- (c) in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
 - (i) prepare a remedial plan for approval by the Authority (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:
 - (A) how the vulnerability will be remedied;
 - (B) unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:
 - (1) within three months of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "medium";
 - (2) within one month of the date the Supplier received the IT Health Check report in the case

of any vulnerability categorised with a severity of “high”; and

- (3) within 10 Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of “critical”;

- (C) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Authority, include a further IT Health Check) to confirm that the vulnerability has been remedied;

- (ii) comply with the Vulnerability Correction Plan; and

- (iii) conduct such further tests on the Service as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.

7.4 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Authority.

7.5 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall within 2 Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Authority with a copy of the test report and:

- (a) propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
- (b) where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Authority.

7.6 The Supplier shall conduct such further tests of the Supplier System as may be required by the Authority from time to time to demonstrate compliance with its obligations set out this Schedule and the Agreement.

7.7 The Supplier shall notify the Authority immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Annex 1 to this Schedule.

8 Security Monitoring and Reporting

8.1 The Supplier shall:

- (a) monitor the delivery of assurance activities;
- (b) maintain and update the Security Management Plan in accordance with Paragraph 5;
- (c) agree a document which presents the residual security risks to inform the Authority's decision to give approval to the Supplier to Process, store and transit the Authority Data;
- (d) monitor security risk impacting upon the operation of the Service;
- (e) report Breaches of Security in accordance with the approved Incident Management Process;
- (f) agree with the Authority the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Authority within 20 Working Days of Effective Date.

9 Malicious Software

- 9.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Authority Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.
- 9.2 If Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 9.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the parties as follows:
 - (a) by the Supplier where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Authority Data (whilst the Authority Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and
 - (b) by the Authority, in any other circumstance.

10 Breach of Security

- 10.1 If either party becomes aware of a Breach of Security it shall notify the other in accordance with the Incident Management Process.

- 10.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:
- (a) Immediately take all reasonable steps necessary to:
 - (i) minimise the extent of actual or potential harm caused by such Breach of Security;
 - (ii) remedy such Breach of Security to the extent possible;
 - (iii) apply a tested mitigation against any such Breach of Security; and
 - (iv) prevent a further Breach of Security in the future which exploits the same root cause failure;
 - (b) as soon as reasonably practicable and, in any event, within 2 Working Days, following the Breach of Security or attempted Breach of Security, provide to the Authority full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.
- 10.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Key Sub-contractors and/or all or any part of the Information Management System with this Agreement, then such remedial action shall be completed at no additional cost to the Authority.

ANNEX 1: SECURITY REQUIREMENTS

1. SECURITY CLASSIFICATION OF INFORMATION

- 1.1. If the provision of the Services requires the Supplier to Process Authority Data which is classified as OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

2. End user devices

- 2.1. The Supplier shall ensure that any Authority Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority except where the Authority has given its prior written consent to an alternative arrangement.
- 2.2. The Supplier shall ensure that any device which is used to Process Authority Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/collection/end-user-device-security>.

3. Networking

- 3.1. The Supplier shall ensure that any Authority Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

4. Personnel security

- 4.1. All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.
- 4.2. The Authority and the Supplier shall review the roles and responsibilities of the Supplier Personnel who will be involved in the management and/or provision of the Services in order to enable the Authority to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Authority Data or data which, if it were Authority Data, would be classified as OFFICIAL-SENSITIVE.
- 4.3. The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Authority has expressly agreed in

writing to the involvement of the named individual in the management and/or provision of the Services.

- 4.4. The Supplier shall ensure that Supplier Personnel are only granted such access to Authority Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.
- 4.5. The Supplier shall ensure that Supplier Personnel who no longer require access to the Authority Data (e.g. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the Authority Data revoked within 1 Working Day.
- 4.6. The Supplier shall ensure that Supplier Staff that have access to the Sites, the IT Environment or the Authority Data receive regular training on security awareness that reflects the degree of access those individuals have to the Sites, the IT Environment or the Authority Data.
- 4.7. The Supplier shall ensure that the training provided to Supplier Staff under paragraph 4.6 includes training on the identification and reporting fraudulent communications intended to induce individuals to disclose Personal Data or any other information that could be used, including in combination with other Personal Data or information, or with other techniques, to facilitate unauthorised access to the Sites, the IT Environment or the Authority Data (“phishing”).

5. Identity, authentication and access control

- 5.1. The Supplier shall operate an access control regime to ensure:
 - (a) all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and
 - (b) all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.
- 5.2. The Supplier shall apply the ‘principle of least privilege’ when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require.
- 5.3. The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such record available to the Authority on request.

6. Data destruction or deletion

- 6.1. The Supplier shall:
 - (a) prior to securely sanitising any Authority Data or when requested the Supplier shall provide the Government with all Authority Data in an agreed open format;
 - (b) have documented processes to ensure the availability of Authority Data in the event of the Supplier ceasing to trade;
 - (c) securely erase in a manner agreed with the Authority any or all Authority Data held by the Supplier when requested to do so by the Authority;

- (d) securely destroy in a manner agreed with the Authority all media that has held Authority Data at the end of life of that media in accordance with any specific requirements in this Agreement and, in the absence of any such requirements, as agreed by the Authority; and
- (e) implement processes which address the CPNI and NCSC guidance on secure sanitisation.

7. Audit and protective monitoring

- 7.1.1. The Supplier shall collect audit records which relate to security events in the Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data.
- 7.1.2. The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the Information Management System.
- 7.1.3. The retention periods for audit records and event logs must be agreed with the Authority and documented in the Security Management Plan.

8. Location of authority data

- 8.1. The Supplier shall not and shall procure that none of its Key Sub-contractors Process Authority Data outside the United Kingdom without the prior written consent of the Authority, which may be subject to conditions.

9. Vulnerabilities and corrective action

- 9.1. The Authority and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Authority Data.
- 9.2. The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
 - (a) the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and
 - (b) Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

- 9.3. Subject to Paragraph 9.4, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:
- (a) seven (7) days after the public release of patches for those vulnerabilities categorised as 'Critical';
 - (b) thirty (30) days after the public release of patches for those vulnerabilities categorised as 'Important'; and
 - (c) sixty (60) days after the public release of patches for those vulnerabilities categorised as 'Other'.
- 9.4. The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph .3 shall be extended where:
- (a) the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph .3 if the vulnerability becomes exploitable within the context of the Services;
 - (b) the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of five (5) days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or
 - (c) the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.
- 9.5. The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Term unless otherwise agreed by the Authority in writing. All COTS Software should be no more than N-1 versions behind the latest software release.

10. Secure architecture

- 10.1. The Supplier shall design the Information Management System in accordance with:
- (a) the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
 - (b) the NCSC "Bulk Data Principles", a copy of which can be found at <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>; and
 - (c) the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:
 - (i) "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks

should be adequately protected against tampering and eavesdropping;

- (ii) "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;
- (iii) "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;
- (iv) "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
- (v) "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
- (vi) "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Personnel have access to Authority Data and/or the Authority System that those personnel be subject to appropriate security screening and regular security training;
- (vii) "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
- (viii) "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-contractors and other suppliers;
- (ix) "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Authority to securely manage the Authority's use of the Service;
- (x) "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;
- (xi) "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;
- (xii) "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is

used for administration of a cloud service will have highly privileged access to that service;

- (xiii) "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Authority with the audit records it needs to monitor access to the Service and the Authority Data held by the Supplier and/or its Sub-contractors; and
- (xiv) "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the Information Management System.

ANNEX 2: SECURITY REQUIREMENTS FOR KEY SUB-CONTRACTORS

1. APPLICATION OF ANNEX

- 1.1. This Annex applies to all Key Sub-contractors that Process Authority Data.
- 1.2. The Supplier must:
 - (a) ensure that those Key Sub-contractors comply with the provisions of this Annex;
 - (b) keep sufficient records to demonstrate that compliance to the Authority; and
 - (c) ensure that its Implementation Plan includes Deliverable Items, Milestones and Milestone Dates that relate to the design, implementation and management of any systems used by Sub-contractors to Process Authority Data.

2. Designing and managing secure solutions

- 2.1. The Key Sub-contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles <https://www.ncsc.gov.uk/collection/cyber-security-design-principles>.
- 2.2. The Key Sub-contractor must assess their systems against the NCSC Cloud Security Principles: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles> at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Authority on the Authority's request.

3. Data processing, storage, management and destruction

- 3.1. The Key Sub-contractor must not Process any Authority Data outside the United Kingdom. The Authority may permit the Sub-contractor to Process Authority Data outside the United Kingdom and may impose conditions on that permission, with which the Sub-contractor must comply. Any permission must be in writing to be effective.
- 3.2. The Key Sub-contractor must securely erase any or all Authority Data held by the Key Sub-contractor when requested to do so by the Authority; and securely destroy all media that has held Authority Data at the end of life of that media in accordance with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard, or an alternative agreed in writing by the Authority.

4. Personnel security

- 4.1. The Key Sub-contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the

individual's criminal record. The HMG Baseline Personnel Security Standard is at <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.

- 4.2. The Key Sub-contractor must, if the Authority requires, at any time, ensure that one or more of the Key Sub-contractor's staff obtains Security Check clearance in order to Process Authority Data containing Personal Data above certain volumes specified by the Authority, or containing Special Category Personal Data.
- 4.3. Any Key Sub-contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo Disclosure and Barring Service checks.

5. End user devices

- 5.1. The Key Sub-contractor shall ensure that any Authority Data stored (for any period of time) on a mobile, removable or physically uncontrolled device is encrypted. The Key Sub-contractor must follow the Information Commissioner's Office guidance on implementing encryption, which can be found at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/security/encryption/>.
- 5.2. The Supplier shall ensure that any device used to Process Authority Data meets all the security requirements set out in the NCSC End User Devices Platform Security Guidance, which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

6. Networking

- 6.1. The Supplier shall ensure that any Authority Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

7. Patching and vulnerability scanning

- 7.1. The Key Sub-contractor must proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

8. Third party key sub-contractors

- 8.1. The Key Sub-contractor must not transmit or disseminate the Authority Data to any other person unless specifically authorised by the Authority. Such authorisation must be in writing to be effective and may be subject to conditions.
- 8.2. The Key Sub-contractor must not, when performing any part of the Services, use any software to Process the Authority Data where the licence terms of that software purport to grant the licensor rights to Progress the Authority Data greater than those rights strictly necessary for the use of the software

Annex 3 - Security Management Plan

Security Management Plan Template

1. <Insert Project Name> <Insert Prime Supplier Name>

Executive Summary

<This section should contain a brief summary of the business context of the system, any key IA controls, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance.>

2. System Description

Background

< A short description of the project/product/system. Describe its purpose, functionality, aim and scope.>

Organisational Ownership/Structure

< Who owns the system and operates the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance e.g. how a Security Working Group reports to the project board.>

Information assets and flows

<The information assets processed by the system which should include a simple high level diagram on one page. Include a list of the type and volumes of data that will be processed, managed and stored within the supplier system. If personal data, please include the fields used such as name, address, Authority DOB, NI number etc.>

System Architecture

<A description of the physical system architecture, to include the system management. A diagram will be needed here>

Users

<A brief description of the system users, to include HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.>

Locations

<Where the data assets are stored and managed from. If any locations hold independent security certifications (e.g. ISO27001:2013) these should be noted. Any off-shoring considerations should be detailed.>

Test and Development Systems

<Include information about any test and development systems, their locations and whether they contain live system data.>

Key roles and responsibilities

<A brief description of the lead security roles such as that of the SIRO, IAO, Security manager, Accreditor >

3. Risk Assessment

Accreditation/Assurance Scope

<This section describes the scope of the Accreditation/Assurance for the system. The scope of the assurance assessment should be clearly indicated, with components of the architecture upon which reliance is placed but assurance will not be done clearly shown e.g. a cloud hosting service. A logical diagram should be used along with a brief description of the components.>

Risk appetite

<A risk appetite should be agreed with the SIRO/SRO and included here.>

Business impact assessment

< A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets. The format of this assessment may be dependent on the risk assessment method chosen.>

Risk assessment

<The content of this section will depend on the risk assessment methodology chosen, but should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks. >

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
R1	Internet attackers could hack the system.	Medium	The service systems are exposed to the internet via the web portal.	C1: Internet-facing firewalls C2: Internet-facing IP whitelist	Very low

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
				C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files C54: Files deleted when processed C59: Removal of Departmental identifier	
R2	Remote attackers could intercept or disrupt information crossing the internet.	Medium	File sharing with organisations across the internet.	C9: TLS communications C10: PGP file-sharing	Very low
R3	Internal users could maliciously or accidentally alter bank details.	Medium-High	Users bank details can be altered as part of the normal business function.	C12. System administrators hold SC clearance. C13. All changes to user information are logged and audited. C14. Letters are automatically sent to users home addresses when bank details are altered.	Low

Risk ID	Inherent risk	Inherent risk level	Vulnerability	Controls	Residual risk level
				C15. Staff awareness training	

Controls

<The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.>

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.	Assured via ITHC firewall rule check
C2	Internet-facing IP whitelist	An IP whitelist is in place for all access from the internet.	Assured via ITHC
C15	Staff awareness training	All staff must undertake annual security awareness training and this process is audited and monitored by line managers.	Assured as part of ISO27001 certification

Residual risks and actions

<A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.>

4. In-service controls

< This section should describe the controls relating to the information lifecycle, including development, testing, in-service, termination and on-going risk management and accreditation assurance. Details of any formal assurance requirements specified in the contract such as security CHECK testing or maintained ISO27001 certification should be included. This section should include at least:

- (a) *information risk management and timescales and triggers for a review;*
- (b) *contractual patching requirements and timescales for the different priorities of patch;*
- (c) *protective monitoring arrangements to include how anomalous behaviour is identified and acted upon as well as how logging and auditing of user activity is done;*
- (d) *configuration and change management;*
- (e) *incident management;*
- (f) *vulnerability management;*
- (g) *user access management; and*
- (h) *data sanitisation and disposal.>*

5. Security Operating Procedures (SyOPs)

< If needed any SyOps requirements should be included and referenced here.>

6. Major Hardware and Software and end of support dates

< This should be a table which lists the end of support dates for hardware and software products and components. An example table is shown below.>

Name	Version	End of mainstream Support/Extended Support	Notes/RAG Status
Server Host	HP XXXX	Feb 2020/ March 2022	

7. Incident Management Process

<The suppliers' process, as agreed with the Authority/Customer, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Authority/customer and the process that will be undertaken to mitigate the incidents and investigate the root cause.>

8. Security Requirements for User Organisations

<Any security requirements for connecting organisations or Authorities should be included or referenced here.>

9. Required Changes Register

<The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.>

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
1	6.4	A new Third Party supplier XXXX will be performing the print capability.	Authority name	11/11/2018	Jul-2019	Open

10. Personal Data Processing Statement

<This should include: (i) the types of Personal Data which the Supplier and/or its Sub-contractors are Processing on behalf of the Authority; (ii) the categories of Data Subjects whose Personal Data the Supplier and/or its Sub-contractors are Processing on behalf of the Authority; the nature and purpose of such Processing; (iii) the locations at which the Supplier and/or its Subcontractors Process Authority Data; and, (iv) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Authority Data against a Security Breach including a Personal Data Breach.>

11. Annex A. ISO27001 and/or Cyber Essential Plus certificates

<Any certifications relied upon should have their certificates included>

12. Annex B. Cloud Security Principles assessment

<A spreadsheet may be attached>

13. Annex C. Protecting Bulk Data assessment if required by the Authority/Customer

<A spreadsheet may be attached>

Annex D. Latest ITHC report and Vulnerability Correction Plan

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 2.5

INSURANCE REQUIREMENTS

1 OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
- (a) of good financial standing;
 - (b) appropriately regulated;
 - (c) regulated by the applicable regulatory body and is in good standing with that regulator; and
 - (d) except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Agreement and for which the Supplier is legally liable.

2 GENERAL OBLIGATIONS

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

3 FAILURE TO INSURE

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

4 EVIDENCE OF INSURANCES

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

5 CANCELLATION

- 5.1 Subject to Paragraph 6.2, the Supplier shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 5.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

6 INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES

- 6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 6.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Agreement and shall allow the Authority to review such register at any time.
- 6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

- 6.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

ANNEX 1: REQUIRED INSURANCES

PART A: INSURANCE CLAIM NOTIFICATION

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

PART B: THIRD PARTY PUBLIC LIABILITY INSURANCE

1. Insured

The Supplier

2. Interest

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

- (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
- (b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 10) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

3. Limit of indemnity

a. Not less than **£5,000,000 (five million pounds)** in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period.

4. Territorial limits

United Kingdom

5. Period of insurance

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

6. Cover features and extensions

a. Indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Agreement and for which the Supplier is legally liable.

7. Principal exclusions

- a. War and related perils.
- b. Nuclear and radioactive risks.
- c. Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- d. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- e. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- f. 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.
- g. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- h. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. Maximum deductible threshold

- a. Not to exceed £25,000.00 (twenty-five thousand pounds) for each and every third party property damage claim (personal injury claims to be paid in full).

PART C: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance of no less than £5,000,000 (five million pounds) and motor third party liability insurance.

PART D: ADDITIONAL INSURANCES

Professional Indemnity Insurance	Where the Authority requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services. Insurance required in the sum of no less than £1,000,000 (one million pounds)
Cyber Liability Insurance	Where the Authority requirement includes specific cyber risk exposures.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 3

AUTHORITY RESPONSIBILITIES

Authority Responsibilities

1 INTRODUCTION

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority in Schedule 2 (*Services Description*) and Schedule 4 (*Supplier Solution*) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be "Authority Responsibilities" and cross referenced in the table in Paragraph 3.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 GENERAL OBLIGATIONS

- 2.1 The Authority shall:
- (a) perform those obligations of the Authority which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules (except Schedule 2 (*Services Description*) and Schedule 4 (*Supplier Solution*));
 - (b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
 - (c) provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement as defined in the Implementation Plan or as otherwise agreed;
 - (d) use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
 - (e) procure for the Supplier such agreed access and use of the Authority facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Agreement, such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

3 SPECIFIC OBLIGATIONS

- 3.1 The Authority shall, in relation to this Agreement perform the Authority's responsibilities identified as such in this Agreement the details of which are set out below:

Document	Location (Paragraph)	Authority's Obligation
Specification	Ref 8.13.1	Communications approval and advice via CO controls
Specification	Ref 18.3.3	Digital spend approval and advice via CO controls

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 4

SCHEDULE 4.1

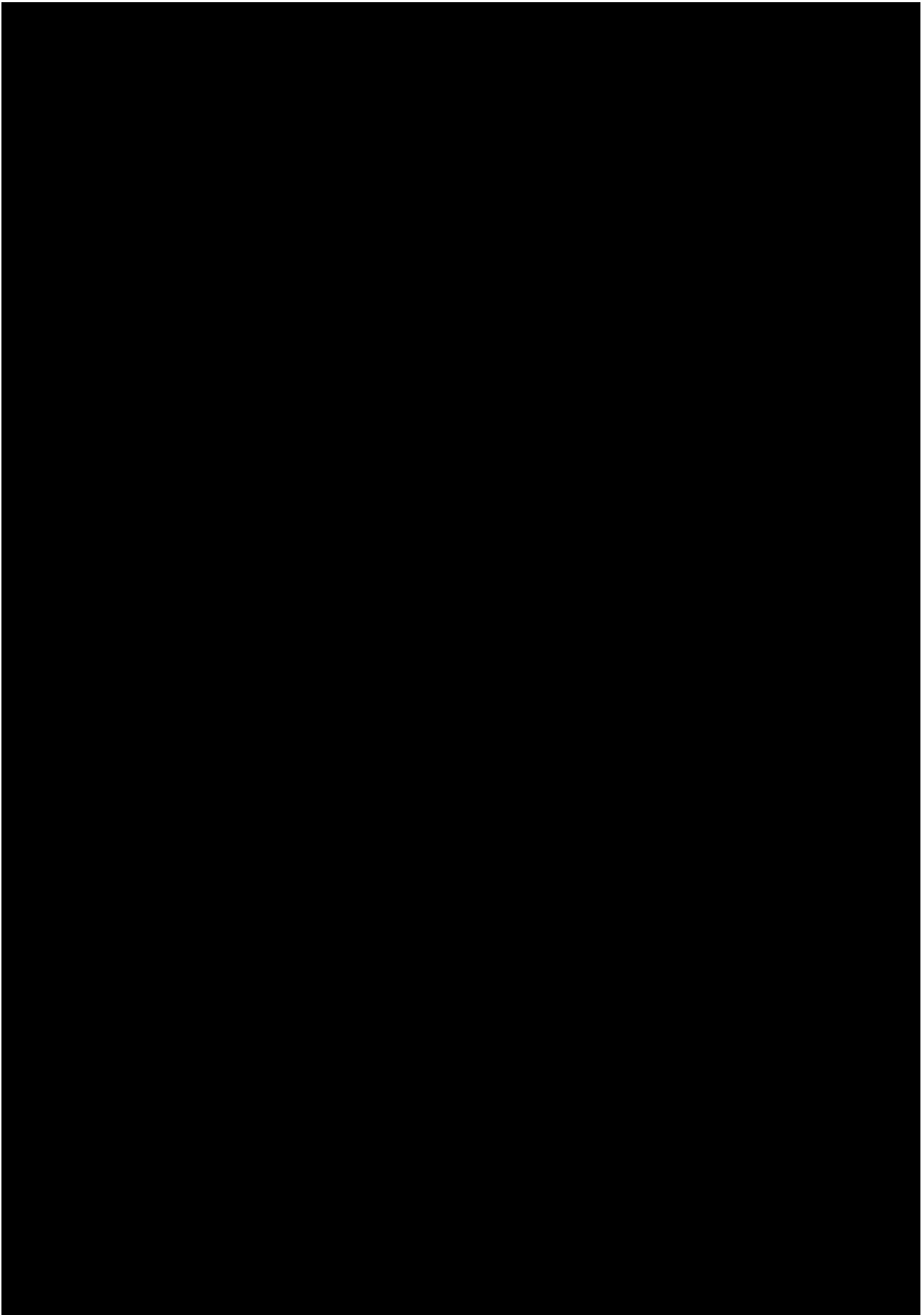
SUPPLIER SOLUTION

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 4.2

COMMERCIALLY SENSITIVE INFORMATION

Commercially Sensitive Information



MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 4.3

NOTIFIED KEY SUB-CONTRACTORS

Notified Key Sub-Contractors

- 1 In accordance with Clause 15.7 (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Agreement to the Key Sub-contractors listed in the table below.
- 2 The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Authority after the Effective Date for the purposes of the delivery of the Services.

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Key role in delivery of the Services	Credit Rating Threshold
Tribal Education Limited	Kings Orchard, One Queen Street, Bristol, BS2 0HQ—registered in England and Wales under number 04163300	Key Delivery sub contractor	More than 10%		Level 1

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 4.4

NOT USED

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 5

SOFTWARE

Software

1 THE SOFTWARE

- 1.1 The Software below is licensed to the Authority in accordance with Clauses 16 (*Intellectual Property Rights*) and 17 (*Licences Granted by the Supplier*).
- 1.2 The Parties agree that they will update this Schedule regularly, and in any event no less than every 6 (six) Months from the Effective Date, to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2 SUPPLIER SOFTWARE

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
MEI bespoke enterprise data management system (GEMS)		Management and reporting of data relating to customers, courses and events.	N/A		1	Non-COTS	N/A
MEI website resources management system		Digital resource hosting and management	N/A		1	Non-COTS	

3 THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
Moodle		Online learning management system	N/A		1	COTS	N/A
H5P		Interactive resources plug-in for WordPress and Moodle	N/A		1	COTS	N/A
Vimeo		Video sharing platform	N/A		1	COTs	N/A
GeoGebra		Dynamic mathematics software	N/A		1	COTs	N/A

4 SPECIALLY WRITTEN SOFTWARE

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry
AMSP website and web service for events		Content pages, incl. news items, events pages, miscellaneous documents. Web service which renders event details in the MEI database to the site.	N/A	Future licenses to be for the sole purpose of AMSP programme delivery	1	Non-COTS	N/A
Core maths Platform		On line learning platform	N/A	Future licenses to be for the sole purpose of AMSP programme delivery	1	Non-COTS	N/A

ANNEX 1: FORM OF LETTER RE SUB-LICENSING OF SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRS

[Supplier letterhead]

**[insert Authority
name and address]**

[Date]

Dear Sirs

LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

We refer to the agreement between us dated **[insert date]** in respect of **[brief summary of subject of the Agreement]** (the “**Agreement**”). Capitalised expressions used in this letter have the same meanings as in the Agreement.

In accordance with Clause 17.4(b) of the Agreement we confirm that:

- 1 the Authority is licensed by the Supplier to use the Supplier COTS Software and Supplier COTS Background IPRs identified in the first column of the Appendix to this letter (the “Appendix”) on the terms of the licences identified in the second column of the Appendix (the “Licences”); and
- 2 notwithstanding any provision to the contrary in the Licences, it is agreed that the Authority may sub-license, assign and novate the Supplier COTS Software and Supplier COTS Background IPRs as referred to in Clause 17.4(b) of the Agreement.

Yours faithfully,

Signed:

On behalf of **[name of the Supplier]**

ANNEX 2: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

BETWEEN:

- (1) [insert name] of [insert address] (the “**Sub-licensee**”); and
- (2) [insert name] of [insert address] (the “**Supplier**” and together with the Supplier, the “**Parties**”).

WHEREAS:

- (A) [insert name of Authority] (the “**Authority**”) and the Supplier are party to a contract dated [insert date] (the “**Contract**”) for the provision by the Supplier of [insert brief description of services] to the Authority.
- (B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the “**Sub-licence**”).
- (C) It is a requirement of the Contract that, before the Authority grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

IT IS AGREED as follows:

1. Interpretation

In this Agreement, unless the context otherwise requires:

“Confidential Information”

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Authority to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
 - (i) the Supplier; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and

development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Authority pursuant to or in connection with the Sub-licence;

- (c) other Information provided by the Authority pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and
- (d) Information derived from any of the above, but not including any Information that:
 - (a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;
 - (b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
 - (c) was independently developed without access to the Information;

“Information”

means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence”

has the meaning given to that expression in recital (B) to this Agreement.

1.1. In this Agreement:

- (a) a reference to any gender includes a reference to other genders;

- (b) the singular includes the plural and vice versa;
- (c) the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- (d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- (e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- (f) references to Clauses are to clauses of this Agreement.

2. Confidentiality Obligations

1.1 In consideration of the Authority entering into the Sub-licence, the Sub- licensee shall:

- (a) treat all Confidential Information as secret and confidential;
- (b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- (c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- (d) not transfer any of the Confidential Information outside the United Kingdom;
- (e) not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- (f) immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- (g) upon the expiry or termination of the Sub-licence:
 - (i) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (ii) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and

- (iii) make no further use of any Confidential Information.

3. Permitted Disclosures

- 1.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
 - (a) reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - (b) have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - (c) have agreed to terms similar to those in this Agreement.
- 1.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 1.3 Before making a disclosure pursuant to Clause .2, the Sub-licensee shall, if the circumstances permit:
 - (a) notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - (b) ask the court or other public body to treat the Confidential Information as confidential.

4. General

- 1.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 1.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - (a) to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
 - (b) to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - (c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 1.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

- 1.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 1.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 1.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 1.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 1.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. Notices

- 1.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause .2.
- 1.2 Any Notice:
- (a) if to be given to the Supplier shall be sent to:
- [Address]**
- Attention: **[Contact name and/or position, e.g. “The Finance Director”]**
- (b) if to be given to the Sub-licensee shall be sent to:
- [Name of Organisation]**
- [Address]**
- Attention: **[]**

6. Governing law

- 1.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

1.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of **[name of Supplier]**

Signature:

Date:

Name:

Position:

For and on behalf of **[name of Sub-licensee]**

Signature:

Date:

Name:

Position:

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 6

SCHEDULE 6.1

IMPLEMENTATION PLAN

Implementation Plan

1 INTRODUCTION

This Schedule defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan.

2 OUTLINE IMPLEMENTATION PLAN

2.1 The Outline Implementation Plan is set out in Annex 1.

3 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

3.1 The Supplier shall submit a draft of the Detailed Implementation Plan (the Supplier's 'delivery plan') to the Authority for approval within 20 Working Days of the Effective Date.

3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:

- (a) incorporates all of the Milestones and Milestone
- (b) Dates set out in the Outline Implementation Plan;
- (c) clearly outlines all the steps required to implement the Milestones to be achieved in the next 12 months, together with a high level plan for the rest of the programme, in conformity with the Authority Requirements;
- (d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
- (e) is produced using a software tool agreed with the Authority.

3.3 Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph 3.1, the Authority shall have the right:

- (a) to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
 - (i) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
 - (ii) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
 - (iii) any other work in progress in relation to the Detailed Implementation Plan; and
- (b) to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.

3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:

- (a) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and

- (b) notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than 20 Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Authority.

3.5 If the Authority rejects the draft Detailed Implementation Plan:

- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- (b) the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3.6 If the Authority approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Authority's notice of approval.

4 UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

4.1 Following the approval of the Detailed Implementation Plan by the Authority:

- (a) the Supplier shall submit a revised Detailed Implementation Plan to the Authority every 3 months starting 3 months from the Effective Date;
- (b) without prejudice to Paragraph 4.1(a), the Authority shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Authority within 20 Working Days of receiving such a request from the Authority (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
- (c) any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
- (d) the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Programme Board (as defined in Schedule 8 (*Governance*)). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Authority not less than 2 Working Days in advance of each meeting of the Programme Board.

- 4.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
- (a) any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments.
- 4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

5 GOVERNMENT REVIEWS

The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

ANNEX 1: OUTLINE IMPLEMENTATION PLAN

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 6.2

NOT USED

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 7

SCHEDULE 7.1

CHARGES AND INVOICING

Charges and Invoicing

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

Annual Service Charges	means the Service Charges to be paid by the Authority to the Supplier in each year of the Term as set out in Part A (<i>Service Charges</i>) of this Schedule 7.1;
“Costs”	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:</p> <ul style="list-style-type: none">(a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Work Day, of engaging the Supplier Personnel, including:<ul style="list-style-type: none">(i) base salary paid to the Supplier Personnel;(ii) employer’s national insurance contributions;(iii) car allowances;(iv) any other contractual employment benefits;(v) staff training;(vi) work place accommodation;(vii) work place IT equipment and tools reasonably necessary to perform the Services (but not including items included within limb (b) below); and(viii) reasonable recruitment costs, as agreed with the Authority;(b) costs incurred in respect of those Assets which are detailed on the Registers and 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 Assets by the Supplier to the Authority or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those

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 delivery of the Services;

(d) Forecast Contingency Costs;

but excluding:

(i) Overhead;

(ii) financing or similar costs;

(iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise;

(iv) taxation;

(v) fines and penalties; and

(vi) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

**“Forecast
Contingency Costs”**

the costs which the Supplier forecasts may be incurred in relation to the risks and contingencies that are identified in the Risk Register, such costs being those set out in the column headed ‘Forecast Contingency Costs’ in the Risk Register (as such costs are updated from time to time);

“Overhead”

those amounts which are intended to recover a proportion of the Supplier’s or the Key Sub-contractor’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 Personnel and accordingly included within limb (a) of the definition of “Costs” ;

**“Supporting
Documentation”**

sufficient information in writing to enable the Authority reasonably to assess whether the Charges, and other sums due from the Authority

detailed in the information are properly payable, including copies of any applicable receipts;

“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 Personnel properly working on the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;

PART A: PRICING

1 SERVICE CHARGES

- 1.1 The Service Charges are the monthly payments for the Services provided by the Supplier in accordance with Schedule 2.1 (*Services Description*) and Schedule 4.2 (*Supplier Solution*) and comprise the Annual Service Charges.
- 1.2 Service Charges shall be calculated using the rates and prices specified in the pricing mechanism at Annex 1.
- 1.3 The Charges for the Initial Term are a total of £17,030,456.00 (exclusive of VAT). These Charges equate to the Annual Service Charges (exclusive of VAT) as follows:
 - 1 July 2022 – 31 March 2023 - £5,754,229.00
 - 1 April 2023 – 31 March 2024 - £8,486,003.00
 - 1 April 2024 – 31 July 2024 - £2,790,224.00
- 1.4 The Authority shall pay the Supplier the Service Charges monthly in arrears upon receipt of a valid invoice from the Supplier in accordance with the requirements of Part C.
- 1.5 An invoice for the Service Charges shall not be payable by the Authority unless the Authority have satisfactorily reconciled the amount of such Service Charges with the information contained in the applicable budget profile, applicable Performance Monitoring Report and as discussed in the relevant Programme Board meeting.
- 1.6 Any Service Credits that accrue at the end of each Performance Reporting Year shall be deducted from the Service Charges payable for the first Service Period of the Performance Reporting Year immediately following that to which the Service Credits relate save that any Service Credits that accrue at the end of the Term shall be deducted from the Service Charges payable for the Final Service Period.
- 1.7 All invoices shall be subject to any adjustments validly made in accordance with this Agreement including, but not limited to, for the final invoice submitted in each Performance Reporting Year the deduction of the Service Credits.
- 1.8 The Service Charges shall not be subject to increase by way of Indexation.
- 1.9 The Charges shall include all costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Agreement and no further amounts shall be payable by the Authority to the Supplier in respect of such performance, including in respect of matters such as:
 - (a) any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the

Supplier Personnel, including network or data interchange costs or other telecommunications charges; or

- (b) any amount for any services provided or costs incurred by the Supplier prior to the Effective Date.

PART B: ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

2 SERVICE CREDITS

- 2.1 Service Credits shall be calculated by reference to the Service Credit Ceiling and Service Credit Floor applicable to the KPI and shall be determined in accordance with Schedule 2.2 (*Performance Levels*).
- 2.2 The liability of the Supplier in respect of Service Credits shall be subject to Clause 26.4(c) (*Financial and other Limits*).
- 2.3 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.
- 2.4 Service Credits shall be shown as a deduction from the amount due from the Authority to the Supplier in the invoice for the last Service Period in the relevant Performance Reporting Year.

3 CHANGES TO CHARGES

- 3.1 Any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 8.2 (*Change Control Procedure*).
- 3.2 The Authority may request that any Impact Assessment presents Charges without Indexation for the purposes of comparison.

4 INDEXATION

- 4.1 Neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

PART C: INVOICING AND PAYMENT TERMS

1 SUPPLIER INVOICES

- 1.1 The Authority shall accept for processing any electronic invoice provided that it is valid, undisputed and accompanied by the Supporting Documentation.
- 1.2 The Supplier shall ensure that each invoice is submitted in the correct format for the Authority's system, or that it contains the following information:
- (a) the date of the invoice;
 - (b) a unique invoice number;
 - (c) addressed to: `accountspayable.OCR@education.gov.uk` indicating which Department, eg; Department for Education, Teaching Regulation Agency or Standards and Testing Agency (any invoice addressed to SSCL will be rejected);
 - (d) the Service Period or other period(s) to which the relevant Charge(s) relate;
 - (e) the correct reference for this Agreement;
 - (f) the reference number of the purchase order to which it relates (if any) (the Supplier shall note that any invoice submitted without the purchase order number will be rejected);
 - (g) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
 - (h) a description of the Services;
 - (i) reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
 - (j) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - (k) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
 - (l) where the Services have been structured into separate Service lines, the information at (a) to (k)) of this paragraph 1.3 shall be broken down in each invoice per Service line.
- 1.3 The Supplier shall invoice the Authority in respect of Services in accordance with the requirements of Part B.

- 1.4 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Authority as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.
- 1.5 The Supplier shall submit all invoices and Supporting Documentation (in PDF format) via email only to accountspayable.OCR@education.gov.uk or such other named contact notified to the Supplier with a copy (again including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 1.6 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 1.7 The Authority shall regard an invoice as valid only if it complies with the provisions of this Part C. Where any invoice does not conform to the Authority's requirements set out in this Part C, the Authority shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 1.8 If the Authority fails to consider and verify an invoice in accordance with paragraphs 1.4 and 1.7, the invoice shall be regarded as valid and undisputed for the purpose of paragraph 2.1 after a reasonable time has passed.

2 PAYMENT TERMS

- 2.1 Subject to the relevant provisions of this Schedule, the Authority shall make payment to the Supplier within 30 days of verifying that the invoice is valid and undisputed.
- 2.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

ANNEX 1: PRICING MECHANISM

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 7.2

PAYMENTS ON TERMINATION

Payments on Termination

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

- “Applicable Supplier Personnel”** any Supplier Personnel who:
- (a) at the Termination Date:
 - (i) are employees of the Supplier;
 - (ii) are Dedicated Supplier Personnel;
 - (iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and
 - (b) are dismissed or given notice of dismissal by the Supplier within:
 - (i) 40 Working Days of the Termination Date; or
 - (ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and
 - (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and
 - (d) the Supplier can demonstrate to the satisfaction of the Authority:
 - (i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;
 - (ii) are genuinely being dismissed for reasons of redundancy; and
 - (iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees;

“Breakage Costs Payment”	an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3;
“Contract Breakage Costs”	the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts as a direct result of the early termination of this Agreement;
“Dedicated Supplier Personnel”	all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
“Redundancy Costs”	<p>the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:</p> <ul style="list-style-type: none"> (a) any statutory redundancy payment; and (b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;
“Request for Estimate”	a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment that would be payable if the Authority exercised its right under Clause 33.1(a) (<i>Termination by the Authority</i>) to terminate this Agreement for

	convenience on a specified Termination Date;
“Termination Estimate”	has the meaning given in Paragraph 11.2;
“Third Party Contract”	a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services;
“Unrecovered Costs”	the Costs incurred by the Supplier in the performance of this Agreement (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 7 (<i>Charges and Invoicing</i>) as such Costs and Charges are forecast in the Financial Model;
“Unrecovered Payment”	an amount equal to the lower of: <ul style="list-style-type: none"> (a) the sum of the Unrecovered Costs; and (b) the amount specified in Paragraph 4

2 TERMINATION PAYMENT

- 2.1 The Termination Payment payable pursuant to Clause 34.3(a) (*Payments by the Authority*) shall be an amount equal to the aggregate of the Breakage Costs Payment and the Unrecovered Payment.

3 BREAKAGE COSTS PAYMENT

- 3.1 The Supplier may recover through the Breakage Costs Payment only those costs incurred by the Supplier directly as a result of the termination of this Agreement which:
- (a) would not have been incurred had this Agreement continued until expiry of the Initial Term, or in the event that the Term has been extended, the expiry of the Extension Period;
 - (b) are unavoidable, proven, reasonable, and not capable of recovery;
 - (c) are incurred under arrangements or agreements that are directly associated with this Agreement;
 - (d) are not Contract Breakage Costs relating to contracts or Sub-contracts with Affiliates of the Supplier; and
 - (e) relate directly to the termination of the Services.

Limitation on Breakage Costs Payment

- 3.2 The Breakage Costs Payment shall not exceed 120% of the estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.

Redundancy Costs

- 3.3 The Authority shall not be liable under this Schedule for any costs associated with Supplier Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.
- 3.4 Where the Supplier can demonstrate that a member of Supplier Personnel will be made redundant following termination of this Agreement, but redeployment of such person is possible and would offer value for money to the Authority when compared with redundancy, then the Authority shall pay the Supplier the actual direct costs incurred by the Supplier or its Sub-contractor arising out of the redeployment of such person (including retraining and relocation costs) subject to a maximum amount of £30,000 per relevant member of the Supplier Personnel.

Contract Breakage Costs

- 3.5 The Supplier shall be entitled to Contract Breakage Costs only in respect of Third Party Contracts or Sub-contracts which:
- (a) are not assigned or novated to a Replacement Supplier at the request of the Authority in accordance with Schedule 8.5 (*Exit Management*); and
 - (b) the Supplier can demonstrate:
 - (i) are surplus to the Supplier's requirements after the Termination Date, whether in relation to use internally within its business or in providing services to any of its other customers; and
 - (ii) have been entered into by it in the ordinary course of business.
- 3.6 The Supplier shall seek to negotiate termination of any Third Party Contracts or Sub-contracts with the relevant third party or Sub-contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.
- 3.7 Except with the prior written agreement of the Authority, the Authority shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of:
- (a) the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier premises which may arise as a consequence of the termination of this Agreement; and/or
 - (b) Assets not yet installed at the Termination Date.

4 UNRECOVERED PAYMENT

The Unrecovered Payment shall not exceed the lowest of:

- (a) 120% of the estimate for the Unrecovered Payment set out in any relevant Termination Estimate; and
- (b) the Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 7 (*Charges and Invoicing*) as forecast in the Financial Model.

5 MITIGATION OF CONTRACT BREAKAGE COSTS, REDUNDANCY COSTS AND UNRECOVERED COSTS

5.1 The Supplier agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs, Redundancy Costs and Unrecovered Costs by:

- (a) the appropriation of Assets, employees and resources for other purposes;
- (b) at the Authority's request, assigning any Third Party Contracts and Sub-contracts to the Authority or a third party acting on behalf of the Authority; and
- (c) in relation Third Party Contracts and Sub-contract that are not to be assigned to the Authority or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.

5.2 If Assets, employees and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs, Redundancy Costs and Unrecovered Costs payable by the Authority or a third party to the Supplier. In the event of any Dispute arising over whether the Supplier can use any Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the Dispute shall be referred to an Expert for determination in accordance with the procedure detailed in Schedule 8.3 (*Dispute Resolution Procedure*).

6 NOT USED

7 FULL AND FINAL SETTLEMENT

- 7.1 Any Termination Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority pursuant to Clause 33.1(a) (*Termination by the Authority*) or termination by the Supplier pursuant to Clause 33.3(a) (*Termination by the Supplier*) (as applicable), and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.
- 7.2 Any Termination Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority pursuant to Clause 33.1(a) (*Termination by*

the Authority) or termination by the Supplier pursuant to Clause 33.3(a) (*Termination by the Supplier*) (as applicable), and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

8 INVOICING FOR THE PAYMENTS ON TERMINATION

- 8.1 All sums due under this Schedule shall be payable by the Authority to the Supplier in accordance with the payment terms set out in Schedule 7 (*Charges and Invoicing*).

9 SET OFF

- 9.1 The Authority shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to this Schedule.

10 NO DOUBLE RECOVERY

- 10.1 If any amount payable under this Schedule (in whole or in part) relates to or arises from any Transferring Assets then, to the extent that the Authority makes any payments pursuant to Schedule 8.5 (*Exit Management*) in respect of such Transferring Assets, such payments shall be deducted from the amount payable pursuant to this Schedule.
- 10.2 The value of the Termination Payment shall be reduced or extinguished to the extent that the Supplier has already received the Charges or the financial benefit of any other rights or remedy given under this Agreement so that there is no double counting in calculating the relevant payment.
- 10.3 Any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan.

11 ESTIMATE OF TERMINATION PAYMENT

- 11.1 The Authority may issue a Request for Estimate at any time during the Term provided that no more than 2 Requests for Estimate may be issued in any 6 month period.
- 11.2 The Supplier shall within 20 Working Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Termination Payment that would be payable by the Authority based on a postulated Termination Date specified in the Request for Estimate (such estimate being the “**Termination Estimate**”). The Termination Estimate shall:
- (a) be based on the relevant amounts set out in the Financial Model;
 - (b) include:
 - (i) details of the mechanism by which the Termination Payment is calculated;

- (ii) full particulars of the estimated Contract Breakage Costs in respect of each Sub-contract or Third Party Contract and appropriate supporting documentation; and
 - (iii) such information as the Authority may reasonably require; and
 - (c) state the period for which that Termination Estimate remains valid, which shall be not less than 20 Working Days.
- 11.3 The Supplier acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Authority to terminate this Agreement.
- 11.4 If the Authority issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Authority.

ANNEX 1: NOT USED

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 7.3 NOT USED

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 7.4

FINANCIAL DIFFICULTIES

Financial Difficulties

1. Definitions

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

“Applicable Financial Indicators”	means the financial indicators from Annex 1 which are to apply to the Supplier;
“Financial Distress Service Continuity Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the Supplier;
“Financial Indicators”	in respect of the Supplier means each of the financial indicators set out at Annex 1;;
“Financial Target Thresholds”	means the target thresholds for each of the Financial Indicators set out at Annex 1; and
“Primary Metric”	financial indicators pursuant to Paragraph 3.4

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive under the Contract until the termination or expiry of the Contract.

3. Financial Indicators

- 3.1 The Supplier shall monitor and report on the Financial Indicators for the Supplier against the Financial Target Thresholds at least at the frequency set out for each at Annex 1 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the accounting reference date
- 3.2 Subject to the calculation methodology set out at Annex 1 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: *Standard Financial Ratios of Assessing and Monitoring the Economic and*

Financial Standing of Bidders and Suppliers – May 2021 (as amended, supplemented or replaced from time to time) which as at the Start Date can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf

- 3.3 Each report submitted by the Supplier pursuant to Paragraph 3.1 shall:
- 3.3.1 contain a sufficient level of information to enable the Authority to verify the calculations that have been made in respect of the Financial Indicators;
 - 3.3.2 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes; and
 - 3.3.3 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable.
- 3.4 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 6 if financial indicators are the Primary Metric, the Financial Indicator of the Supplier shall be deemed to have dropped below the applicable Financial Target Threshold if:
- 3.4.1 a report submitted by the Supplier pursuant to Paragraph 3.1 shows that the Supplier has failed to meet or exceed the Financial Target Threshold for any one of the Financial Indicators set out in Annex 1 of this Schedule;
 - 3.4.2 a report submitted by the Supplier pursuant to Paragraph 3.1 does not comply with the requirements set out in Paragraph 3.3; or
 - 3.4.3 the Supplier does not deliver a report pursuant to Paragraph 3.1 in accordance with the applicable monitoring and reporting frequency.

4. What happens if there is a financial distress event

- 4.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 4.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in Paragraphs 4.4 to 4.6.
- 4.3 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Authority shall not exercise any of its rights or remedies under Paragraph 4.4 without first giving the Supplier ten (10) Working Days to:
- 4.3.1 rectify such late or non-payment; or
 - 4.3.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.4 The Supplier shall:
- 4.4.1 at the request of the Authority meet the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of the Contract and delivery of the Deliverables in accordance the Contract; and
 - 4.4.2 where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.4.1) that the Financial Distress Event could impact on the continued performance of the Contract and delivery of the Deliverables in accordance with the Contract:
 - a) submit to the Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
 - b) provide such financial information relating to the Supplier as the Authority may reasonably require.
- 4.5 If the Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:
- 4.5.1 Approved;

- 4.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or
 - 4.5.3 finally rejected by the Authority.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by the Authority, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance the Contract and delivery of the Deliverables in accordance with the Contract;
 - 4.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 4.6.1 to the Authority;
 - 4.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its Approval, and the provisions of Paragraphs 4.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

5. When the Authority can terminate for financial distress

- 5.1 The Authority shall be entitled to terminate this Contract for material Default if:
 - 5.1.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 4.1;
 - 5.1.2 the Supplier fails to comply with any part of Paragraph 4.4;
 - 5.1.3 subject to Paragraph 5.2, the Authority finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.5.3;

- 5.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 4.5.2;
 - 5.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 4.5.2; and/or
 - 5.1.6 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.4.
- 5.2 A material Default may only occur under Paragraph 5.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Authority first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

6. What happens if your Primary Metric is still good

- 6.1 Without prejudice to the Supplier's obligations and the Authority's rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Authority's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:
- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.4 to 4.6; and
 - 6.1.2 the Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.4.2.

ANNEX 1: FINANCIAL INDICATORS

Financial Indicators

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency
1 Minimum liquidity threshold	<i>Cash deposits with UK Regulated deposit takers</i>	<i>Equal to or greater than £500k</i>	<i>Tested and reported yearly in arrears within 90 days of each Accounting Reference Date (ARD) based upon figures for the 12 months ending on the relevant ARD</i>
2 Net Debt to EBITDA Ratio	<i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>	<i><3.5 times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date</i>
3 Acid Ratio	<i>Acid Ratio = (Current Assets – Inventories) / Current Liabilities</i>	<i>> 0.8 times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 7.5

FINANCIAL REPORTS AND AUDIT RIGHTS

Financial Reports and Audit Rights

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Annual Contract Report”	the annual contract report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
“Audit Agents”	<ul style="list-style-type: none">(a) the Authority’s internal and external auditors;(b) the Authority’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 Authority to carry out audit or similar review functions; and(f) successors or assigns of any of the above;
“Contract Amendment Report”	the contract amendment report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
“Final Reconciliation Report”	the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
“Financial Model”	the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Authority in accordance with Paragraph 2 of Part B;
“Financial Reports”	the Contract Inception Report and the reports listed in the table in Paragraph 1.1 of Part B;
“Financial Representative”	a reasonably skilled and experienced member of the Supplier’s staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;

“Financial Transparency Objectives”	has the meaning given in Paragraph 1 of Part A;
“Material Change”	<p>a Change which:</p> <ul style="list-style-type: none"> (a) materially changes the profile of the Charges; or (b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by: <ul style="list-style-type: none"> (i) 5% or more; or (ii) £1m or more;
“Onerous Contract”	a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37;
“Onerous Contract Report”	means a report provided by the Supplier pursuant to Paragraph 3 of Part A to this Schedule;
“Open Book Data”	<p>complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> (a) the Supplier’s Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (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's Profit Margin; and
- (iv) Reimbursable Expenses;
- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the Supplier Profit achieved over the Term and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service Period.

PART A: FINANCIAL TRANSPARENCY OBJECTIVES AND OPEN BOOK DATA

1 FINANCIAL TRANSPARENCY OBJECTIVES

1.1 The Supplier acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Authority in order to achieve, the following objectives:

(a) **Understanding the Charges**

- (i) for the Authority to understand any payment sought from it by the Supplier including an analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Personnel in providing the Services and the Supplier Profit Margin;
- (ii) for both Parties to be able to understand the Financial Model and Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;
- (iii) to facilitate the use of Guaranteed Maximum Price with Target Cost pricing mechanisms (where relevant as referred to in Schedule 7 (*Charges and Invoicing*));

(b) **Agreeing the impact of Change**

- (i) for both Parties to agree the quantitative impact of any Changes that may have a material effect on ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges;
- (ii) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

(c) **Continuous improvement**

- (i) for the Parties to challenge each other with ideas for efficiency and improvements; and
- (ii) to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the “**Financial Transparency Objectives**”).

2 OPEN BOOK DATA

2.1 The Supplier acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority's need for complete transparency in the way in which the Charges are calculated.

2.2 During the Term, and for a period of 7 years following the end of the Term, the Supplier shall:

- (a) maintain and retain the Open Book Data; and
- (b) disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

3 ONEROUS CONTRACTS

3.1 If the Supplier publicly designates the Agreement as an Onerous Contract (including where the Supplier has identified the Agreement as such in any published accounts or public reports and announcements), the Supplier shall promptly notify the Authority of the designation and shall prepare and deliver to the Authority within the timescales agreed by the Parties (an in any event, no later than 2 months following the publication of the designation) a draft Onerous Contract Report which includes the following:

- (a) An initial root cause analysis of the issues and circumstances which may have contributed to the Agreement being designated as an Onerous Contract;
- (b) An initial risk analysis and impact assessment on the provision of the Services as a result of the Supplier's designation of the Agreement as an Onerous Contract;
- (c) the measures which the Supplier intends to put in place to minimise and mitigate any adverse impact on the provision on the Services;
- (d) details of any other options which could be put in place to remove the designation of the Agreement as an Onerous Contract and/or which could minimise and mitigate any adverse impact on the provision of the Services.

3.2 Following receipt of the Onerous Contract Report, the Authority shall review and comment on the report as soon as reasonably practicable and the Parties shall cooperate in good faith to agree the final form of the report, which shall be submitted to the Programme Board, such final form report to be agreed no later than 1 month following the Authority's receipt of the draft Onerous Contract Report.

3.3 The Programme Board shall meet within 14 Working Days of the final Onerous Contract Report being agreed by the Parties to discuss the contents of the report; and the Parties shall procure the attendance at the meeting of any key participants where reasonably required (including the Cabinet Office Markets and Suppliers team where the Supplier is a Strategic Supplier; representatives from any Key Sub-contractors/Monitored Suppliers; and the project's senior responsible officers (or equivalent) for each Party).

3.4 The Supplier acknowledges and agrees that the report is submitted to the Authority and Programme Board on an information only basis and the Authority and Programme Board's receipt of and comments in relation to the report shall not be deemed to be an acceptance or rejection of the report nor

shall it relieve the Supplier of any liability under this Agreement. Any Changes to be agreed by the Parties pursuant to the report shall be subject to the Change Control Procedure.

PART B: FINANCIAL REPORTS

1 PROVISION OF THE FINANCIAL REPORTS

1.1 The Supplier shall provide

- (a) the Contract Inception Report on or before the Effective Date; and
- (b) during the Term the following financial reports to the Authority, in the frequency specified below:

Financial Report	When to be provided
Contract Amendment Report	Within 1 month of a Material Change being agreed between the Supplier and the Authority
Quarterly Contract Report	Within 1 month of the end of each Quarter
Annual Contract Report	Within 2 months of the end of the Contract Year to which that report relates
Final Reconciliation Report	Within 6 months after the end of the Term

1.2 The Supplier shall provide to the Authority the Financial Reports in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Supplier on or before the Effective Date for the purposes of this Agreement. The Authority shall be entitled to modify the template for any Financial Report by giving written notice to the Supplier, including a copy of the updated template.

1.3 A copy of each Financial Report shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

1.4 Each Financial Report shall:

- (a) be completed by the Supplier using reasonable skill and care;
- (b) incorporate and use the same defined terms as are used in this Agreement;
- (c) quote all monetary values in pounds sterling;
- (d) quote all Costs as exclusive of any VAT; and
- (e) quote all Costs and Charges based on current prices.

- 1.5 Each Annual Contract Report and the Final Reconciliation Report shall be certified by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant Financial Report), acting with express authority, as:
- (a) being accurate and not misleading;
 - (b) having been prepared in conformity with generally accepted accounting principles within the United Kingdom;
 - (c) being a true and fair reflection of the information included within the Supplier's management and statutory accounts; and
 - (d) compliant with the requirements of Paragraph 1.6.
- 1.6 The Supplier shall:
- (a) prepare each Financial Report using the same methodology as that used for the Contract Inception Report;
 - (b) ensure that each Annual Contract Report and each Contract Amendment Report (if any) is a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;
 - (c) the Final Reconciliation Report is a true and fair reflection of the Costs; and
 - (d) not have any other internal financial model in relation to the Services inconsistent with the Financial Model.
- 1.7 During the Term, and for a period of 18 months following the end of the Term, the Supplier shall make available the Financial Representative at reasonable times and on reasonable notice to answer any queries that the Authority may have on any of the Financial Reports and/or Open Book Data.
- 1.8 If the Supplier becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the following:
- (a) the Costs incurred (or those forecast to be incurred) by the Supplier; and/or
 - (b) the forecast Charges for the remainder of the Term,
- the Supplier shall, as soon as practicable, notify the Authority in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this Paragraph 1.8 shall not have the effect of amending any provisions of this Agreement.

2 FINANCIAL MODEL

- 2.1 Following the delivery by the Supplier of each Annual Contract Report and any Contract Amendment Report:

- (a) the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree);
- (b) the Supplier shall make appropriate Supplier Personnel and advisers available to discuss any variations between the relevant Financial Report and the Contract Inception Report or immediately preceding Annual Contract Report or Contract Amendment Report (as the case may be) and to explain such variations (with reference to supporting evidence) to the satisfaction of the Authority; and
- (c) the Authority shall either within 10 Working Days of the meeting referred to in Paragraph 2.1(a) notify the Supplier that:
 - (i) the relevant Financial Report contains errors or omissions or that further explanations or supporting information is required, in which event the Supplier shall make any necessary modifications to the Financial Report and/or supply the Authority with such supporting evidence as is required to address the Authority's concerns within 10 Working Days of such notification and the Authority shall following receipt of such amended Financial Report and/or supporting information, approve or reject such Financial Report; or
 - (ii) the Authority has approved the relevant Financial Report.

2.2 Following approval by the Authority of the relevant Financial Report in accordance with Paragraph 2.1(c), that version shall become, with effect from the date of such approval, the current approved version of the Financial Model for the purposes of this Agreement, a version of which shall be held by both the Authority and the Supplier. If there is a Dispute regarding a Financial Report, the Authority's copy of the relevant Financial Report shall be authoritative.

2.3 If the Parties are unable to reach agreement on any Financial Report within 30 Working Days of its receipt by the Authority, the matter shall be referred for determination in accordance with Schedule 8.3 (*Dispute Resolution Procedure*).

3 DISCUSSION OF QUARTERLY CONTRACT REPORTS AND FINAL RECONCILIATION REPORT

3.1 Following the delivery by the Supplier of each Quarterly Contract Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree).

3.2 Following the delivery by the Supplier of the Final Reconciliation Report, the Parties shall meet to discuss its contents within 10 Working Days of receipt (or such other period as the Parties shall agree). The Financial Representative shall attend the meeting.

4 KEY SUB CONTRACTORS

- 4.1 The Supplier shall, if requested by the Authority, provide (or procure the provision of) a report or reports including the level of information set out in the Financial Reports in relation to the costs and expenses to be incurred by any of its Key Sub-contractors.
- 4.2 Without prejudice to Paragraph 1.1 of Part C, the Supplier shall:
- (a) be responsible for auditing the financial models/reports of its Key Sub-contractors and for any associated costs and expenses incurred or forecast to be incurred; and
 - (b) on written request by the Authority, provide the Authority or procure that the Authority is provided with:
 - (i) full copies of audit reports for the Key Sub-contractors. The Authority shall be entitled to rely on such audit reports; and
 - (ii) further explanation of, and supporting information in relation to, any audit reports provided.

PART C: AUDIT RIGHTS

1 AUDIT RIGHTS

- 1.1 The Authority, acting by itself or through its Audit Agents, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors of the Supplier's obligations under this Agreement, including for the following purposes:
- (a) to verify the integrity and content of any Financial Report;
 - (b) to verify the accuracy of the Charges and any other amounts payable by the Authority under this Agreement (and proposed or actual variations to such Charges and payments);
 - (c) to verify the Costs (including the amounts paid to all Sub-contractors and any third party suppliers);
 - (d) to verify the Open Book Data;
 - (e) to verify the Supplier's and each Key Sub-contractor's compliance with this Agreement and applicable Law;
 - (f) to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - (g) to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, and/or any Key Sub-contractors or their ability to perform the Services;
 - (h) to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - (i) to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Agreement;
 - (j) to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - (k) to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (l) to verify the accuracy and completeness of any Management Information delivered or required by this Agreement;

- (m) to review any Performance Monitoring Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
- (n) to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (o) to review the accuracy and completeness of the Registers;
- (p) to review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (q) to review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (r) to review the Supplier's compliance with the Standards;
- (s) to inspect the Authority Assets, including the Authority's IPRs, equipment and facilities, for the purposes of ensuring that the Authority Assets are secure and that any register of assets is up to date; and/or
- (t) to review the integrity, confidentiality and security of the Authority Data.

1.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Agreement, the Authority may not conduct an audit of the Supplier or of the same Key Sub-contractor more than twice in any Contract Year.

1.3 Nothing in this Agreement shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the Key Sub-contractors for the purposes of and pursuant to applicable Law.

2 CONDUCT OF AUDITS

2.1 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

2.2 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:

- (a) all information requested by the Authority within the permitted scope of the audit;

- (b) reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - (c) access to the Supplier System; and
 - (d) access to Supplier Personnel.
- 2.3 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Performance Indicators at a level of detail sufficient to verify compliance with the Performance Indicators.
- 2.4 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- 2.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

3 USE OF SUPPLIER'S INTERNAL AUDIT TEAM

- 3.1 As an alternative to the Authority's right pursuant to Paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an audit is undertaken by the Supplier's own internal audit function for any of the purposes set out in Paragraph 1.1.
- 3.2 Following the receipt of a request from the Authority under Paragraph 3.1 above, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:
 - (a) the resultant audit reports; and
 - (b) all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.

4 RESPONSE TO AUDITS

- 4.1 If an audit undertaken pursuant to Paragraphs 1 or 3 identifies that:
 - (a) the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;
 - (b) there is an error in a Financial Report, the Supplier shall promptly rectify the error;
 - (c) the Authority has overpaid any Charges, the Supplier shall pay to the Authority:

- (i) the amount overpaid;
- (ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Supplier; and
- (iii) the reasonable costs incurred by the Authority in undertaking the audit,

the Authority may exercise its right to deduct such amount from the Charges if it prefers; and

- (d) the Authority has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Authority.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 7.6

ANTICIPATED SAVINGS

ANTICIPATED SAVINGS

This Schedule defines the key benefit categories in which savings are anticipated.

Anticipated savings may be made through the following channels;

- Increased online delivery offerings
- Reduction in large events and face to face delivery
- Whole school approach to student enrichment and engagement

In such circumstances the Supplier shall make the Authority aware of the anticipated savings and reprofile the budget accordingly. Following such reprofiling the Parties will agree whether the savings shall be utilised for the Services or surrendered to the Authority.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 8

SCHEDULE 8.1

GOVERNANCE

Governance

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Board Member”	the initial persons appointed by the Authority and Supplier to the Board as set out in Annex 1 and any replacements from time to time agreed by the Parties;
“Board”	the Programme Board;
“Project Managers”	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2.

2 MANAGEMENT OF THE SERVICES

- 2.1 The Supplier and the Authority shall each appoint a project manager for the purposes of this Agreement through whom the Services shall be managed at a day-to-day.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

3 BOARD

Establishment and structure of the Board

- 3.1 The Boards shall be established by the Authority for the purposes of this Agreement on which both the Supplier and the Authority shall be represented.
- 3.2 In relation to the Board, the:
- (a) Authority Board Members;
 - (b) Supplier Board Members;
 - (c) frequency that the Board shall meet (unless otherwise agreed between the Parties);
 - (d) location of the Board's meetings; and
 - (e) planned start date by which the Board shall be established,
- shall be as set out in Annex 1.
- 3.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board meetings

- 3.4 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) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - (b) that he/she is debriefed by such delegate after the Board Meeting.
- 3.5 A chairperson shall be appointed by the Authority for each Board as identified in Annex 1. The chairperson shall be responsible for:
- (a) scheduling Board meetings;
 - (b) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - (c) chairing the Board meetings;
 - (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - (e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven Working Days after the Board meeting; and
 - (f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.6 Board meetings shall be quorate as long as at least two representatives from each Party are present.
- 3.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

4 ROLE OF THE PROGRAMME BOARD

- 4.1 The Programme Board shall:
- (a) provide senior level guidance, leadership and strategy for the overall delivery of the Services; and
 - (b) carry out the specific obligations attributed to it in Paragraph 4.2.
- 4.2 The Programme Board shall:
- (a) ensure that this Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit

derived by the Authority and the commercial benefit derived by the Supplier;

- (b) receive and review the Performance Monitoring Reports;
- (c) review reports on technology, service and other developments that offer potential for improving the benefit that either Party is receiving, in particular value for money; and
- (d) determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services.

5 CONTRACT MANAGEMENT MECHANISMS

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
 - (a) the identification and management of risks;
 - (b) the identification and management of issues; and
 - (c) monitoring and controlling project plans.
- 5.3 The Risk Register shall be updated by the Supplier and submitted for review by the Board.

6 ANNUAL REVIEW

- 6.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.

ANNEX 1: REPRESENTATION AND STRUCTURE OF BOARD

Programme Board

Authority members of Programme Board	<div></div> <div></div> <div></div> <div></div> <div></div>
Supplier members of Programme Board	<div></div> <div></div>

Start date for Programme Board meetings	August 2022
Frequency of Programme Board meetings	Monthly
Location of Programme Board meetings	TBC

This Agreement has been duly executed by the Parties on 30th June 2022

1 **SIGNED for and on
behalf of**

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**MATHEMATICS IN
EDUCATION AND
INDUSTRY (MEI) by a
director:**

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[Redacted]

[Redacted]

Signature:

[Redacted]

Name (block
capitals):

[Redacted]

SIGNED for and on behalf of THE
SECRETARY OF STATE FOR
EDUCATION

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[Redacted]

[Redacted]

Signature:

[Redacted]

Name (block
capitals):

[Redacted]

Position:

