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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 Date” **Reference** 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;

“Allowable Assumptions” the assumptions set out in **Error! Reference source not found.** of 0 (*Charges and Invoicing*);

“Allowable Price” in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the formula:

$$A - B$$

where:

- A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and

B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero,

provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;

“Allowable Adjustment”	Price	has the meaning given in Clause 35.8(c) (<i>Payments by the Supplier</i>);
“Annual Contract Report”		has the meaning given in 0 (<i>Financial Reports and Audit Rights</i>);
“Annual Revenue”		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: 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 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.
“Anticipated Contract Life Profit Margin”		has the meaning given in 0 (<i>Charges and Invoicing</i>);
“Approved Sub-Licensee”		any of the following: a Central Government Body; any third party providing services to a Central Government Body; and/or 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;
“ATP Milestone”	the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan;
“Audit”	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (<i>Records, Reports, Audit and Open Book Data</i>) and 0 (<i>Financial Reports and Audit Rights</i>);
“Audit Agents”	the Authority’s internal and external auditors; the Authority’s statutory or regulatory auditors; the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; HM Treasury or the Cabinet Office; any party formally appointed by the Authority to carry out audit or similar review functions; and successors or assigns of any of the above.
“Audit Rights”	the audit and access rights referred to in 0 (<i>Financial Reports and Audit Rights</i>);

“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 IPRs” Background

- IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;

IPRs created by the Authority independently of this Agreement; and/or

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:

- the result of any act or omission by the Authority to which the Supplier has given its prior consent; or

caused by the Supplier, any Sub-contractor or any Supplier Personnel;

“Authority Data”

- 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:

supplied to the Supplier by or on behalf of the Authority; and/or

which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or

any Personal Data for which the Authority is the Data Controller;

“Authority IT Strategy”

the Authority's IT policy in force as at the Effective Date (a copy of which has been

supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;

“Authority Materials”

the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:

- are owned or used by or on behalf of the Authority; and

are or may be used in connection with the provision or receipt of the Services,

but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;

“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 (*Representatives*);

“Authority Requirements”

the requirements of the Authority set out in Schedules 0 (*Services Description*), **Error! Reference source not found.** (*Performance Indicators*), 0 (*Standards*), 0 (*Security Management*), 0 (*Insurance Requirements*), 0 (*Implementation Plan*), 0 (*Reports and Records Provisions*), 0 (*Exit Management*) and 0 (*Service Continuity Plan and Corporate Resolution Planning*);

“Authority Responsibilities”

the responsibilities of the Authority specified in 0 (*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;
“Authority to Proceed” or “ATP”	the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;
“Baseline Requirements”	Security the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of 0 (<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;
“Board Confirmation”	means the written confirmation from the Board in accordance with Paragraph Error! Reference source not found. of 0 (<i>Financial Distress</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”	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: • Government Department. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

		Non-Ministerial Department; or Executive Agency.
“Certificate of Costs”		has the meaning given in 0 (<i>Charges and Invoicing</i>);
“Change”		any change to this Agreement;
“Change Note”	Authorisation	a form setting out an agreed Contract Change which shall be substantially in the form of 0 of 0 (<i>Change Control Procedure</i>);
“Change Control Procedure”		the procedure for changing this Agreement set out in 0 (<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 0 of 0 (<i>Change Control Procedure</i>);
“Charges”		the charges for the provision of the Services set out in or otherwise calculated in accordance with 0 (<i>Charges and Invoicing</i>), including any Milestone Payment or 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”		the information listed in 0 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to: • the pricing of the Services; details of the Supplier’s IPRs; and the Supplier’s business and investment plans; 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;

“Comparable Supply”	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
“Compensation for Unacceptable KPI Failure”	has the meaning given in Clause 7.4(a) (<i>Unacceptable KPI Failure</i>);
“Condition Precedent”	has the meaning given in Clause 4.2 (<i>Condition Precedent</i>);
“Confidential Information”	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: the Disclosing Party Group; or the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; 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; 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 Information derived from any of the above, but not including any Information which: was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

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;

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;

was independently developed without access to the Confidential Information; or

relates to the Supplier's:

performance under this Agreement; or

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”

- a period of 12 months commencing on the Effective Date; or

thereafter a period of 12 months commencing on each anniversary of the Effective Date;

provided that the final Contract Year shall end on the expiry or termination of the Term;

“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 GDPR;

“Corporate Change Event” means:

- any change of Control of the Supplier or a Parent Undertaking of the Supplier;

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;

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;

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;

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;

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.

an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;

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;

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

any process or events with an effect analogous to those in paragraphs 0 to 0 inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

“Corporate Resolution Planning Information”

means, together, the:

- Group Structure Information and Resolution Commentary; and

UK Public Sector and CNI Contract Information;

“Costs”

has the meaning given in 0 (*Charges and Invoicing*);

“CPP Milestone”

a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment

“Critical Infrastructure”

National

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:

- 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

significant impact on the national security, national defence, or the functioning of the UK;

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“Critical Service Contract”

means the overall status of the Services provided under this Agreement as determined by the Authority and specified in paragraph [Error! Reference source not found.](#) of [Error!](#)

Reference source not found. to 0 (*Service Continuity Plan and Corporate Resolution Planning*);

“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”	the GDPR, the LED and any applicable national implementing Laws as amended from time to time the DPA 2018 to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy;
“Data Subject”	has the meaning given in the DPA;
“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, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement;
“Default”	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;

- in the case of the Authority, of its employees, servants, agents; or

in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,

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;

“Defect”

- any error, damage or defect in the manufacturing of a Deliverable; or

any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

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

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;

“Delay”

- a delay in the Achievement of a Milestone by its Milestone Date; or

a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;

“Delay Deduction Period”

the period of one hundred (100) days commencing on the relevant Milestone Date;

“Delay Payments”

the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in 0 (*Charges and Invoicing*);

“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 Undertaking”	Parent	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 Plan”	Implementation	the plan developed and revised from time to time in accordance with Paragraphs 0 and 0 of 0 (<i>Implementation Plan</i>);
“Disclosing Party”		has the meaning given in Clause 22.1 (<i>Confidentiality</i>);
“Disclosing Party Group”		• where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and 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;
“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 Procedure”	Resolution	the dispute resolution procedure set out in 0 (<i>Dispute Resolution Procedure</i>);

“Documentation”

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:

- is required to be supplied by the Supplier to the Authority under this Agreement;

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;

is required by the Supplier in order to provide the Services; and/or

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”

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;

“Effective Date”

the later of:

- the date on which this Agreement is signed by both Parties; and

the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (*Condition Precedent*);

“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:

- 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

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:

- redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

unfair, wrongful or constructive dismissal compensation;

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;

compensation for less favourable treatment of part-time workers or fixed term employees;

outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;

employment claims whether in tort, contract or statute or otherwise;

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;

“Estimated Year 1 Charges” the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;

“Estimated Initial Service Charges” the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model;

“Euro Compliant” means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority’s business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

- be able to perform all such functions in any number of currencies and/or in euros;

during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;

recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;

incorporate protocols for dealing with rounding and currency conversion;

recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and

permit the input of data in euro and display an outcome in euro where such data, supporting the Authority's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

“Exit Day”

shall have the meaning in the European Union (Withdrawal) Act 2018;

“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 0 (*Exit Management*);

“Exit Plan”

the plan produced and updated by the Supplier during the Term in accordance with Paragraph 0 of 0 (*Exit Management*);

“Expedited Timetable”

Dispute

the reduced timetable for the resolution of Disputes set out in Paragraph 0 of 0 (*Dispute Resolution Procedure*);

“Expert”

has the meaning given in 0 (*Dispute Resolution Procedure*);

“Expert Determination”	the process described in Paragraph 0 of 0 (<i>Dispute Resolution Procedure</i>);
“Extension Period”	a period of 1 + 1 years from the end of the Initial Term;
“Financial Distress Event”	the occurrence of one or more of the events listed in Paragraph Error! Reference source not found. of 0 (<i>Financial Distress</i>);
“Financial Distress Remediation Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
“Financial Model”	has the meaning given in 0 (<i>Financial Reports and Audit Rights</i>);
“Financial Reports”	has the meaning given in 0 (<i>Financial Reports and Audit Rights</i>);
“Financial Transparency Objectives”	has the meaning given in 0 (<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 0 (<i>Staff Transfer</i>);
“GDPR”	The General Data Protection Regulation (EU) 2016/679;
“General Anti-Abuse Rule”	the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“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;
“Goods”	has the meaning given in Clause 9.7 (<i>Supply of Goods</i>);
“Group Structure Information and Resolution Commentary”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs Error! Reference source not found. to 0 and 0 of Error! Reference source not found. of 0 (<i>Service Continuity Plan and Corporate Resolution 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 0 (<i>Change Control Procedure</i>);
“Implementation Plan”	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 0 of 0 (<i>Implementation Plan</i>)) the Detailed Implementation Plan as updated in accordance with Paragraph 0 of 0 (<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 01/04/2022 ;
“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”	where a Controller has provided Personal Data to another Party which is neither a Processor or Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with 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 **3 years** from and including the Effective Date;

“Initial Upload Date”

means the occurrence of an event detailed in 0 (*Reports and Records Provisions*)

“Insolvency Event”

with respect to any person, means:

- 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:

(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

(being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;

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;

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;

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;

that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

where that person is a company, a LLP or a partnership:

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;

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;

(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

(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

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 Rights” or “IPRs”

Property

- 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;

applications for registration, and the right to apply for registration, for any of the rights listed

	at ☐ that are capable of being registered in any country or jurisdiction; and
	all other rights having equivalent or similar effect in any country or jurisdiction;
“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”	any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event; a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services. the Supplier not Achieving a Key Milestone within seventy-five (75) days of its relevant Milestone Date; •
“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;
“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 and in respect of which Delay Payments may be payable in accordance with Paragraph Error! Reference source not found. of Error! Reference source not found. of 0 (<i>Charges and Invoicing</i>) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
“Key Performance Indicator”	the key performance indicators set out in Table 1 of 0 of 0 of Error! Reference source not found. (<i>Performance Levels</i>);
“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in 0 (<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 0 (<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: • 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 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;

“KPI Service Threshold”	shall be as set out against the relevant Key Performance Indicator in Table 1 of 0 of 0 of Error! Reference source not found. (<i>Performance Levels</i>);
“Law”	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, 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;
“LED”	Law Enforcement Directive (<i>Directive (EU) 2016/680</i>);
“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 (<i>Maintenance</i>);
“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 Error! Reference source not found. (<i>Performance Levels</i>), 0 (<i>Charges and Invoicing</i>) and 0

(Governance) to be provided by the Supplier to the Authority;

“Material KPI Failure”

- a Serious KPI Failure;

a Severe KPI Failure; or

a failure by the Supplier to meet a KPI Service Threshold;

“Material PI Failure”

- a failure by the Supplier to meet the PI Service Threshold in respect of 25% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or

a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period;

“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 Service Period if measured monthly or a 12 month period if measured annually);

“Milestone”

an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;

“Milestone Adjustment Payment Amount”

in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula:

$$A - B$$

where:

- A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone; and

B is an amount equal to the aggregate Allowable Price for the Retained Deliverables

	relating to that CPP Milestone or, if there are no such Retained Deliverables, zero;
“Milestone Adjustment Payment Notice”	has the meaning given in Clause 35.7 (<i>Payments by the Supplier</i>);
“Milestone Date”	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
“Milestone Payment”	a payment identified in 0 (<i>Charges and Invoicing</i>) to be made following the issue of a Milestone Achievement Certificate;
“Milestone Retention”	has the meaning given in 0 (<i>Charges and Invoicing</i>);
“Minor KPI Failure”	shall be as set out against the relevant Key Performance Indicator in Table 1 of 0 of 0 of Error! Reference source not found. (<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 24.24 of 0 (<i>Dispute Resolution Procedure</i>);
“Multi-Party Procedure Initiation Notice”	has the meaning given in Paragraph 24.25 of 0 (<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;

“Non-retained Deliverables”	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
“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”	- 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: - 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; - 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 - any tax return of the Supplier submitted 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 0 (<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: • will not affect the Charges and will not result in any other costs to the Authority; 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; will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and will not require a change to this Agreement;
“Operational Service Commencement Date”	in relation to an Operational Service, the later of: • the date identified in the Operational Services Implementation Plan upon which the Operational Service is to commence; and where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;
“Operational Services”	the operational services described as such in the Services Description;
“Optional Services”	the services described as such in 0 (<i>Services Description</i>) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (<i>Optional Services</i>);
“Optional Services Implementation Plan”	the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
“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 Plan”	Implementation	the outline plan set out at 0 of 0 (<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 Report”	Monitoring	has the meaning given in Paragraph Error! Reference source not found. of 0;
“Personal Data”		has the meaning given in the GDPR;
“Personal Data Breach”		has the meaning given in the GDPR;
“PI Failure”		a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
“PI Service Threshold”		shall be as set out against the relevant Subsidiary Performance Indicator in Table 2 in 0 of 0 of Error! Reference source not found. (<i>Performance Levels</i>);
“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 GDPR;

“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 Error! Reference source not found. of 0 (<i>Governance</i>);
“Prohibited Act”	to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: induce that person to perform improperly a relevant function or activity; or reward that person for improper performance of a relevant function or activity; 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; an offence: under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); under legislation or common law concerning fraudulent acts; or 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 any activity, practice or conduct which would constitute one of the offences listed under 0 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”

- 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

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 [Error! Reference source not found.](#) to 0 and 0 of [Error! Reference source not found.](#) of 0 (*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 Plans*);

“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 (*Confidentiality*);

“Records”	has the meaning given in 0 (<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”	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>); 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>); the Supplier failing to rectify a material Default within the later of: 30 Working Days of a notification made pursuant to Clause 28.2 (<i>Notification</i>); and 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; 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; the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or 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 0 (<i>Exit Management</i>);
“Reimbursable Expenses”		has the meaning given in 0 (<i>Charges and Invoicing</i>);
“Relevant Authority” “Relevant Authorities”	or	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 Services”	Preceding	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>);
“Retained Deliverables”	has the meaning given in Clause 35.8(b) (<i>Payments by the Supplier</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 0 of 0 (<i>Charges and Invoicing</i>);
“Security Management Plan”	the Supplier's security plan as attached as Annex 2 of 0 (<i>Security Management</i>) and as subsequently developed and revised pursuant to Paragraphs 3 and 4 of 0 (<i>Security Management</i>);
“Serious KPI Failure”	shall be as set out against the relevant Key Performance Indicator in Table 1 of 0 of 0 of Error! Reference source not found. (<i>Performance Levels</i>);
“Service Charges”	the periodic payments made in accordance with 0 (<i>Charges and Invoicing</i>) in respect of the supply of the Operational Services;
“Service Continuity Plan”	any plan prepared pursuant to Paragraph 0 of 0 (<i>Service Continuity Plan and Corporate</i>

Resolution Planning) as may be amended from time to time;

“Service Services” **Continuity** the business continuity, disaster recovery and insolvency continuity services set out in 0 (*Service Continuity Plan and Corporate Resolution Planning*);

•

“Service Period” a calendar month, save that:

- 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

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;

“Service Points” in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the fifth column of the table in 0 of **Error! Reference source not found.** (*Performance Levels*);

“Services” any and all of the services to be provided by the Supplier under this Agreement, including those set out in 0 (*Services Description*);

“Service Transfer Date” has the meaning given in 0 (*Staff Transfer*);

“Services Description” the services description set out in 0 (*Services Description*);

“Severe KPI Failure” shall be as set out against the relevant Key Performance Indicator in Table 1 of 0 of 0 of **Error! Reference source not found.** (*Performance Levels*);

“Sites” any premises (including the Authority Premises, the Supplier’s premises or third party premises):

- from, to or at which:

the Services are (or are to be) provided; or

the Supplier manages, organises or otherwise directs the provision or the use of the Services; or

where:

any part of the Supplier System is situated; or

any physical interface with the Authority System takes place;

“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 Materials”

Supporting

has the meaning given in Clause 17.1(b) (*Specially Written Software and Project Specific IPRs*);

“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 0 (<i>Staff Transfer</i>);
“Standards”	the standards, policies and/or procedures identified in 0 (<i>Standards</i>);
“Step-In Notice”	has the meaning given in Clause 31.1 (<i>Step-In Rights</i>);
“Step-In Trigger Event”	• any event falling within the definition of a Supplier Termination Event; • a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; • the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; • the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 31 (<i>Step-In Rights</i>) is necessary; • the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or • 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”

any third party with whom:

- the Supplier enters into a Sub-contract; or

a third party under 0 above enters into a Sub-contract,

or the servants or agents of that third party;

“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 0 of 0 of **Error! Reference source not found.** (*Performance Levels*);

“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 (*Assignment and Novation*);

“Supplier Background IPRs”

- 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

Intellectual Property Rights created by the Supplier independently of this Agreement,

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;

“Supplier COTS Background IPRs”	Any embodiments of Supplier Background IPRs that: 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 has a Non-trivial Customer Base;
“Supplier COTS Software”	Supplier Software (including open source software) that: 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 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 Profit”	has the meaning given in 0 (<i>Charges and Invoicing</i>);
“Supplier Profit Margin”	has the meaning given in 0 (<i>Charges and Invoicing</i>);
“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 Error! Reference source not found. (<i>Software</i>);
“Supplier Solution”	the Supplier's solution for the Services set out in 0 (<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 Event”	Termination (a) the Supplier's level of performance constituting a Critical Performance Failure; (b) the Supplier committing a material Default which is irremediable; (c) 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) (<i>Financial and other Limits</i>); (d) a Remedial Adviser Failure; (e) a Rectification Plan Failure; (f) 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 **Error! Reference source not found.** of 0 (*Financial Distress*);
 - (iv) Paragraph 0 of **Error! Reference source not found.** to 0 (*Service Continuity Plan and Corporate Resolution Planning*);
- (g) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (*Warranties*) being materially untrue or misleading;
- (h) 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;
- (i) 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
- in respect of any security requirements set out in 0 (*Services Description*), 0 (*Security Management*) or the Baseline Security Requirements; and/or
- in respect of any requirements set out in 0 (*Staff Transfer*);
- (j) any failure by the Supplier to implement the changes set out in a Benchmark

Report as referred to in Paragraph **Error! Reference source not found.** of **Error! Reference source not found.** (*Benchmarking*);

- (k) an Insolvency Event occurring in respect of the Supplier or the Guarantor;
- (l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);
- (m) a change of Control of the Supplier or a Guarantor 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;
- (n) 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*);
- (o) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either **Error! Reference source not found.** or **Error! Reference source not found.** of 0 (*Staff Transfer*);

- (p) 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;
- (q) 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
- (r) in relation to 0 (*Security Requirements*):
 - (i) the Authority has issued two rejection notices in respect of the Security Management Plan under [Paragraph b) (**Error! Reference source not found.**)/ Paragraph **Error! Reference source not found. (Error! Reference source not found.)**];
 - (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,

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 0 of 0 (*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 0 of

Error! Reference source not found.
(*Performance Levels*);

“Term”		the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;
“Termination Notice”	Assistance	has the meaning given in Paragraph 0 of 0 (<i>Exit Management</i>);
“Termination Period”	Assistance	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 26.11 of 0 (<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 Services”		the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in 0 of 0 (<i>Exit Management</i>), and any other services required pursuant to the Termination Assistance Notice;
“Third Party Beneficiary”		has the meaning given in Clause 44.1 (<i>Third Party Rights</i>);
“Third Party COTS IPRs”		Third Party IPRs that: 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 has a Non-trivial Customer Base;

“Third Party COTS Software”	Third Party Software (including open source software) that: 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 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 Error! Reference source not found. (<i>Software</i>);
“Transferring Assets”	has the meaning given in Paragraph a) of 0 (<i>Exit Management</i>);
“Transferring Authority Employees”	has the meaning given in 0 (<i>Staff Transfer</i>);
“Transferring Former Supplier Employees”	has the meaning given in 0 (<i>Staff Transfer</i>);
“Transferring Supplier Employees”	has the meaning given in 0 (<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 0 (<i>Reports and Records Provisions</i>);
“UK”		the United Kingdom;
“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 Error! Reference source not found. to 0 and 0 of Error! Reference source not found. of 0 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Unacceptable KPI Failure”		the Supplier failing to achieve the KPI Service Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period;
“Unconnected contract”	Sub-	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 contractor”	Sub-	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 [Error! Reference source not found.](#) of [Error! Reference source not found.](#) to 0 (*Service Continuity Plan and Corporate Resolution Planning*);

“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;

“Working Day”

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

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 2

SERVICES DESCRIPTION

Services Description - Specification

2. INTRODUCTION & BACKGROUND – Participation & Family Support

2.1 Our vision for children and young people with Special Educational Needs and Disabilities (SEND) is the same as for all children and young people – that they achieve well in their early years, at school and beyond; they find employment where that's appropriate; and lead happy, healthy, and fulfilled lives which they have choices and control over.

2.2 Through this contract, we are seeking to ensure the effective involvement of parents, carers and young people in the design and delivery of SEND services and provision – a fundamental principle of the Children and Families Act 2014 ('the Act'). The Act places duties on local authorities (LAs) to ensure that: the views, wishes and feelings of children and parent carers are taken into account when deciding what support, they need; and children and young people with SEND and parent carers have access to impartial information, advice, and support.

2.3 This contract seeks to consolidate and grow the improvements we have seen to date and to continue increasing meaningful engagement with children, young people, parents, and carers – improving outcomes and ensuring we leave no child behind. It builds on the success of bringing together elements of the participation programme in 2018 by inviting bids that bring together Participation arrangements, including payments and due diligence of grants to Forums, with elements of the IAS programme – seeking to achieve benefits of greater collaboration across these strands and potential synergies.

2.4 Through empowering children and young people with SEND and their family or carers to make informed choices about the provision available to them and supporting them to influence SEND policy at local and national level, services and provision can be designed and delivered in a way that works for children and young people. Provision that better meets children and young people's needs and supports them to fulfil their aspirations will improve their educational and lifetime outcomes based around the four Preparation for Adulthood outcomes: children and young people find employment where possible, lead happy, healthy, fulfilled lives, and experience choice and control.

2.5 The contract is due to commence 1 April 2022 and expire March 2025 (an initial 36-month term), with two options to extend further 1 + 1 years. This is subject to budgetary approvals, there is a break clause at the end of the first year. If funding is not secured, the break clause will be enacted, and the contract may be terminated on 31st March 2023. Continuation of the programme to the end of the contract will be solely at DfE's discretion and subject to having approval and further funding in place.

2.6 The existing participation programme has created a strong framework for strategic participation with children and young people and parent carers at local and national levels.

2.7 In April 2018, the Department brought together activities relating to participation by parent carers, children, and young people, comprising:

A. making grant funding available to 152 Parent Carer Forums (Forums) linked to local authorities. These are voluntary organisations that have received DfE grant funding since 2008. This funding is used by Forums towards their operational costs, including participants' travel expenses, training, venue costs and administration. From 2021-22 grants have also been administered by a strategic engagement contractor;

B. supporting the development and growth of Forums, including supporting the establishment of new Forums in areas where existing ones have closed;

C. funding and supporting Forums' national representative body (the National Network of Parent Carer Forums (NNPCF)), which sits on the Department's SEND System Leadership Board and helps shape national SEND policy across government; and

D. supporting the strategic participation of children and young people in local SEND policy design and delivery. This includes improving synergy between parent carer participation and children and young people's participation.

2.8 This has brought benefits and efficiencies from shared learning and closer working; for example, Forums have provided greater support to children and young people's participation in their area. We have also seen increased sharing of information and expertise between participating organisations and sharing of organisational resources towards achieving common aims.

2.9 In parallel, the department has also funded the Information, Advice and Support (IAS) programme, which seeks to ensure that in every LA area, children and young people with SEND and their parent carers have access to impartial and free information, advice and support covering SEND issues through local statutory SEND Information, Advice and Support Services (SENDIASS) across education, health and social care. We currently provide grant funding over and above what LAs provide to up to 152 local IASS, administered by the current contractor, to continue improving their capacity and quality; for example, through more staffing or more efficient use of resources.

3. SERVICES DESCRIPTION

THE SERVICE REQUIREMENT

3.1 The primary objective of this service is to ensure the effective involvement of parent carers and young people in the design and delivery of SEND services and provision, and to provide specific support to families on their individual needs. This will ensure services and provision are designed in a way that works for children and young people and that their needs are met at the appropriate level – improving their educational and lifetime outcomes and seeking to minimise the number of disagreements over decisions and ensure there are positive relationships with families. It specifically aims to:

A. improve strategic participation with children and young people and their parents and carers, at the individual, local and national level.

B. support local and national information, advice, and support services for families – to ensure children and young people with SEND, and parents and carers, can access information, and impartial advice and support to enable them to participate as fully as possible in decisions that affect them.

3.2 As the SEND review outcome isn't yet known, flexibility will be a requirement within the contract in order to incorporate any recommendations of that Review, along with other developments in cross-government policy and beyond, such as the new Ofsted and CQC Local Area SEND Inspection framework.

3.3 Alternative Provision (AP) should be an integrated part of the SEND system. Ofsted and CQC will place a far greater emphasis on the local area AP system as part of the new Ofsted and CQC Area SEND Inspection framework. Parental carer voice in the AP system has historically been low. We know many Forums already engage with parent carers of children in AP and as part of our reforms to improve AP we would like to create stronger opportunities for parent carers of children in AP to have their say and shape the local offer, where possible, as part of wider work to engage with underrepresented groups.

3.4 We also expect that providers delivering contracts across SEND will work together collaboratively to identify shared interests and goals.

3.5 We intend to procure separately an independent evaluator to assess the impact of this provision and would expect the successful provider to work closely with this evaluator. We envisage the evaluation will aim to increase our understanding of the experiences of children and young people and their families in co-production and assess whether increased involvement leads to increased awareness and confidence and needs being met, as well as whether co-production is perceived to impact on children and young people's outcomes. It is intended to further examine the implementation and outcomes of local models of delivery with the aim to capture effective best practice around communication and participation, with the aim to facilitate learning for future delivery.

3.6 Suppliers must commit to evaluating the impact of delivery to determine whether the activities are driving better outcomes and delivering value for money and set out possible evaluation proposals to support this. These could include (but will not be limited to): surveys of participant satisfaction; analysis of learning outcomes; improvements against the programme aims; and the commissioning of impact / case studies. This is distinct from the independent evaluation which will be procured separately.

4. PROGRAMME REQUIREMENTS & CONTRACT MANAGEMENT

4.1 Across all requirements, the supplier must demonstrate the following:

A. Detailed knowledge and understanding of the current context, policies and challenges relating to co-production and participation by parents and carers and young people within the SEND system, including the requirements of the Children and Families Act 2014 and related legislation and the expectations set out in the SEND Code of Practice.

B. Experience and expertise in engaging and working with stakeholders in the SEND sector.

C. Experience of delivering a contract of a similar scope and scale, ideally within the SEND sector.

D. The ability to ensure effective national coverage, to deliver good quality support in every local authority area, underpinned by evidence-based and effective co-production practice.

E. Expertise in the development of evidence-based policy solutions including what makes an effective Forum.

F. Excellent project management expertise including project planning, project implementation, project review, risk management.

G. The ability to provide value for money solutions.

H. Suppliers should demonstrate how they would ensure effective delivery and management of the contract.

4.2 This includes their proposed staffing and management structures to deliver the contract requirements. If bidding as a consortium, this should include the responsibilities of different consortium members, including who leads the consortium, and how they will work together and provide coordinated reporting to the department. If applicable, this should also include details of any sub-contractors.

4.3 The supplier will be expected to demonstrate how the skills and experience of key staff will ensure the successful delivery of the contract. They should also indicate whether staff are already in place or would need to be recruited; what they will be responsible for; how much time they are expected to dedicate to the activity (on a Full Time Equivalent basis); and how, if at all, this will change during the contract.

4.4 The supplier should also describe the structures and governance arrangements required to keep oversight of the contract and proposed reporting mechanisms and measures; for example, to track milestones and progress against Key Performance Indicators (KPIs), monitor risks and issues, monitor finances and track contract spend against delivery, and provide Management Information (requirements outlined below). As part of this, the supplier should set out any specific risks and issues they foresee, with a description of what contingencies and countermeasures they would put in place to mitigate them

4.5 In addition, the supplier should provide proposals for an appropriate set of KPIs for the contract (suggestions outlined below), and information on how the

contract's success will be measured, alongside a high-level project / delivery plan.

4.6Table

	Contract requirement	Description	Tenderers should demonstrate:
1	Development support to local Forums to ensure effective coproduction at local authority level, including through ensuring membership is more representative of those with a range of characteristics and needs.	It is critical that effective parental participation exists in every local area. We have seen nationally increased Forum membership across all regions over the past five years. We have also seen the role and impact of Forums increasing, including involvement in the planning for and inspections of local areas by Ofsted/CQC, and any subsequent improvement work. Building on that progress, we would like the successful Tenderer to: 1. develop and deliver an effective training programme for Forums, including support to help them to reach 'hard to reach' communities and ensure they are representative of their local area (including representing those with a range of SEND), as well as supporting Forums to strengthen their strategic engagement at a local level; 2. provide networking, mutual support and good practice sharing opportunities; 3. identify Forums that may be struggling to maintain local arrangements and support them; 4. kickstart activity in the event that an existing Forum ceases to exist; and 5. help Forums that are just starting out to develop robust and sustainable arrangements.	6. They have first-hand experience of working with parents and carers, particularly in the context of strategic parent carer participation. 7. They have experience of working effectively with strategic partners (such as LAs and Clinical Commissioning Groups (CCGs)) 8. Examples of previous impact, including approaches they have employed that have led to improvements in local parental and carer participation, including case studies, training and other support offered. 9. They have sound proposals for ensuring Forums can extend their reach into their local communities and enhance their membership so that it represents a broader range of backgrounds and needs (such as parent carers of children in alternative provision), and a robust methodology for demonstrating that. 10. A clear process for ensuring that parental carer participation is maintained, or recovered, in the event that a Forum ceases to exist, or where Forums are struggling to maintain effective participation arrangements. 11. An effective 'early warning' system that allows Forums to reach out to them and be identified before issues become critical. 12. They have the expertise, or can quickly recruit for it, to provide the kind of support local areas will need to develop and repair local

			participation arrangements, and to prevent them from reaching a crisis point.
2	Development support and training to local authorities to strengthen and grow children and young people's participation at a local level	While we have seen a growth in the number of local areas seeking support in developing effective arrangements for participation by children and young people, there is more work to be done to ensure all local areas have effective arrangements in place. Building on existing approaches and learning gathered through the current contract, we would like the successful Tenderer to: Develop and implement a long-term plan for offering development support and training to local areas. This will include: 1. raising awareness in local areas about the importance of participation by children and young people and do this by; 2. developing and implementing a communications strategy to engage children and young people, including appropriate messaging, and what channels can be used to deliver this to maximise the impact of low or no cost marketing activity. Bidders are to be aware that any proposed communications or marketing spend may be subject to Cabinet Office controls, please see section 6.9 of Document 1 – ITT Process overview for further detail. 3. providing support to local areas to improve participation by children and young people – increasing the take-up by LAs of this support and the number reporting its positive impact; 4. maintain and update existing content as appropriate, handed over as part of exit planning arrangements from the current contract; 5. developing further materials, guidance, training, and other tools to support improvements in participation by children and young people.	6. A track record of working with groups of young people with SEND, and a broad understanding of a range of approaches that lead to successful strategic participation by children and young people. 7. Experience of establishing and retaining relationships at a strategic level with partners (such as LAs, CCGs and schools) to support and empower local Forums in their engagement. 8. Innovative and cost-effective approaches to raising awareness, among professionals and young people, about the importance of strategic participation of young people with SEND (including those with a broad range of backgrounds and needs) – and to be able to provide evidence that the approaches they are proposing would work. 9. A proposal for how they would design solutions and packages to support local areas to improve participation, and ensure that these are attractive, affordable, and effective – including how they would promote them and increase take-up by LAs. 10. Based on existing examples of effective good practice and tools, alongside learning from Local Area SEND Inspections, a proposal for what additional materials would most effectively improve participation and offer best value for money.
3	Development support to ensure children and young people's and	Forums and the NNPCF are increasingly influencing national policy across government, including shaping the Department's	e. That they, working in co-production with the NNPCF, can provide support to the NNPCF to enable it to offer

	parent carers' participation at a strategic national level, including supporting nine regional Forums and the Forums' national body (NNPCF), and a national young people's advisory group	SEND Covid-19 recovery response. We would like the successful Tenderer to: a. Develop and implement with the NNPCF a plan for how they will support the NNPCF to work effectively and closely with national Government and provide leadership to regional and local Forums, ensuring it is representative of their views; b. maintain and update existing content as appropriate, handed over as part of exit planning arrangements from the current contract; c. maintain a national young people's advisory group, FLARE, and regional young people's engagement groups to provide input into national policy and make recommendations for future policy direction; and d. offer innovative proposals for how we might move forward to ensure participation among children, young people, parents and carers can be improved overall.	f. leadership to local Forums and so that it can, independently, seek to influence Government policy. Innovative proposals for how the young people's group FLARE can be developed and supported to further improve its impact. g. Ideas for how participation by children, young people, parents and carers could be improved overall, including further synergies that could be developed between the approaches for these groups, building on existing evidence and learning from Local Area SEND Inspections.
4	Payment and administration of grants to Forums in each local authority in England	Up to [REDACTED] of grant funding is available to Forums in every year of this Tender. This equates to up to [REDACTED] per Forum to pay for their operational costs, including members' travel expenses, training, venue costs and administration. This will be paid to the successful Tenderer through a Section 14 grant for distribution. We would like the successful Tenderer to: 1. develop and implement a robust plan for how they will administer this process using criteria developed with the Department, informed by grant data handed over from the current supplier as part of	9. That they have comparable experience of managing a government grant programme on this scale—including ability to assess grants against set criteria, meet departmental standards including sound financial management, understanding risks, and tackling and preventing fraud, in line with Cabinet Office grants guidance. 10. A proposal for how they propose to manage the payment and administration of grants, including how they will undertake due diligence, management of risks, monitoring and assurance. 11. That they can provide evidence of compliance with regards to the technical specifications in Annex B.

		migration activity, where relevant; - support Forums in making grant claims minimising the administrative burden on these voluntary organisations and ensuring they understand the process; - undertake due diligence of grant claims, including quality assurance, anti-fraud measures, monitoring and auditing; - pay grant claims, where monitoring requirements are met; - provide monthly information on claims/demand by PCFs against funding, enabling the Department to alter payment dates where needed; and - within one month of the end of each financial year: - Return any unclaimed funding to the Department - Identify and inform the Department of any underspends with individual PCFs so that the Department can arrange a return	
5	Provision of a national helpline and online support service to provide free advice to families of children with SEND, that complements support available locally	The national helpline and online support service are currently working well with a range of other support services, including local SENDIASS. It has achieved synergies with those local services; for example, through intelligence sharing between national and local services on topical and emerging issues; developing national tools and products to ensure economies of scale and consistency; and providing mutual support. Building on those synergies, we would like the successful Tenderer to: - ensure that, from 1 April 2022, the existing helpline and online support services remain available to families, so there is continuity of service until any new arrangements are developed; - maintain and update existing content as	- Strong knowledge and understanding of organisations that offer families who have children and young people with SEND information, advice, and support. - Comparable experience of managing a service offering and advice and support to individuals - How they will ensure continuity of service from 1 April 2022. - Initial high-level thoughts on how to reap greater synergies with local SENDIASS. - How they have used technology and customer feedback to improve services they have provided. - That they can provide evidence of compliance with regards to the technical specifications in Annex B.

		appropriate, handed over as part of exit planning arrangements from the current contract; 3. develop and implement a plan for the national helpline and online support services which is able to do the following: 4. provide families with high quality information, advice, and support, measured through user surveys; 5. raise awareness of the helpline and online support services to reach more families; 6. provide access to one-to-one advice for families with more complex enquiries, and sign-post appropriate information provided by other services; 7. demonstrate a commitment to continuous improvement, through ensuring helpline staff are equipped with up-to-date knowledge and training, undergoing ongoing content review to establish gaps in resources, and delivering improvements to the service informed by user feedback; 8. strengthen join-up between the national helpline and online support services and local SENDIASS and deliver economies of scale; and 9. provide the Department with intelligence and significant data on trends to feed into national support and intervention.	
6	Training, development, and support to local authority SENDIASS	The IAS programme has delivered innovation and improved how parents and carers, children and young people access and receive impartial and confidential information, advice and support on matters relating to SEND. It is also helping build relationships between SENDIASS and health and social care, in line with joint commissioning arrangements. To ensure ongoing momentum, we	14. A good understanding of the legal requirements and good practice expectations set out in the SEND Code of Practice for information, advice, and support to families. 15. A good understanding of the training and development needs of local SENDIASS, based on evidence such as Local Area SEND Inspections 16. Evidence that they can develop sustainable training and development approaches that will

		would expect the successful Tenderer to: 11. provide access to a suite of high-quality training products and resources to upskill the IAS workforce and improve the standard of support offered to parents and carers and young people; 12. maintain and update existing content as appropriate, handed over as part of exit planning arrangements from the current contract; and 13. host and manage the Information, Advice and Support Network to support and constructively challenge the function and operational requirements of local SENDIASS.	incentivise local organisations to strive to be the best they can be. 17. Experience of ensuring local services can network in an effective and efficient way, using a range of media and approaches.
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MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 3

PERFORMANCE LEVELS

Performance Levels

DEFINITIONS

In this Schedule, the following definitions shall apply:

“End User”	any person authorised by the Authority to use the IT Environment and/or the Services.
“Help Desk”	the single point of contact help desk set up and operated by the Supplier for the purposes of this Agreement.
“Non-Available”	in relation to the IT Environment or the Services, that the IT Environment or the Services are not Available.
“Performance Monitoring Report”	has the meaning given in point 6.2
“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 point 17
“Repeat KPI Failure”	has the meaning given in Paragraph Error! Reference source not found. of 0;V of Annex 1
“Satisfaction Survey”	has the meaning given in Paragraph 6.10 of Part Error! Reference source not found. of 0;

PART A: PERFORMANCE INDICATORS

5. PERFORMANCE INDICATORS

5.1. 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.

5.2. 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.

PART B: PERFORMANCE MONITORING

6 . PERFORMANCE MONITORING AND PERFORMANCE REVIEW

6.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide:

A. To provide a report to the Authority Representative ('the department') that will give a clear year to date breakdown of spend in reference to PCF grant funding against forecasted spend. This may include but not limited to overall contracted year to date spend against forecasted spend to allow the department to take any necessary and proportionate action required.

Performance Monitoring Report

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

- (a) **Information in respect of the Service Period just ended** for each Key Performance Indicator and Subsidiary Performance Indicator (including Social Value), the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods as a secondary tab/document;

financial reporting in terms of actual monies spent against each strand of work or KPI;

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

Information in respect of the Service Period just ended

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator (including Social Value), the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods as a secondary tab/document;
- (b) financial reporting in terms of actual monies spent against each strand of work or KPI;
- (c) performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;
- (d) performance against its obligation to pay its Unconnected Sub-contractors within sixty (60) days of receipt of an invoice;
- (e) a summary of all Performance Failures that occurred during the Service Period;

- (f) the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;
- (g) which Performance Failures remain outstanding and progress in resolving them;
- (h) for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
- (i) 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;
- (j) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (k) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;
- (l) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- (m) such other details as the Authority may reasonably require from time to time; and

Information in respect of previous Service Periods

- (n) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;
- (o) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and
- (p) any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.

Information in respect of the next Quarter

17. The Performance Monitoring Report shall be reviewed, and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with ~~0.001~~.

18. 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, including relevant Key Subcontractors, and the Authority Representative.

6.3 . The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or PI Failure.

PERFORMANCE RECORDS

6.4 . The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. 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.

6.5 In addition to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation 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.

6.6 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.

PERFORMANCE VERIFICATION

6.6 The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Agreement against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

6.7 We will conduct spot checks on 10% of grants the supplier have paid each financial year by reviewing the grant application and approval forms alongside the proof of payments and financial control policy to ensure the supplier were correct to make the payments on our behalf.

ANNEX 1: KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS

PART A: 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:

6.8 Key Performance Indicators

No.	KPI	Performance Reporting Year							
		1 April 2022 – 31 March 2023				Year 2		Year 3	
		Outcome	Output	Performance measure	Cost allocated (Net)	Output/ performance measure	Cost allocated (Net)	Outcome/ performance measure	Cost allocated (Net)
KPI 1	Support to PCFs	Effective, sustainable PCFS in each local area. Collaborative support provided to areas exp. challenges. FCFs have access to info and training to increase confidence, resilience and knowledge	4000+ hours support; 1 New forum pack. 8 learning sessions. 3 training programmes. Website/ resources updated. Promote Ofsted/CQC inspections. 1 Joint Conference with NNPCF	90% of forums happy with support 80% of forums find new forum pack useful. 90% of training / webinar attendees rate it good or excellent	Staffing/overheads [REDACTED]. Licences, Associates, Training [REDACTED]	Outputs and performance measures as in year 1 with 1 additional learning session delivered and 150+ more hours support provided.	Staffing/ overheads [REDACTED]. Licences, Associates, Training [REDACTED]	Outputs and performance measures as in year 2, but with 150+ more hours support provided.	Staffing/ overheads [REDACTED]. Licences, Associates, Training [REDACTED]
KPI 2	Diverse and inclusive PCFs	Forum membership is more representative of those with a range of protected characteristics	2 members of active forums attend diversity training. Learning and support to use diversity toolkit and template EDI policy.	Demographics, numbers and trends/regional breakdown. Membership 90,000+.	Consultancy/ Associates [REDACTED]	Outputs as year 1 with toolkit review. Performance measures as year 1. Membership 90,000+.	Consultancy/ Associates [REDACTED]	Outputs as year 2 with toolkit review. Performance measures as year 2. Membership 90,000+.	Consultancy/ Associates [REDACTED]
KPI 3	Annual event	National event for PCFs keynote speakers, input into national agenda, network, learn.	1 x joint annual event for all PCFs co-produced	80%+ attendees find useful.	[REDACTED]	80%+ attendees find useful.	[REDACTED]	80%+ attendees find useful	[REDACTED]

KPI 4	Strategic co-production of parent carers (NNPCF) in key fora	Parent carers supported to participate at strategic national level and co-produce policies with government.	500 days support to govt annually. Termly NNPCF SG meetings attended by Strategic partners .SG, MT and NR activity. SG leadership of priorities. Updates to members and DfE.	500+ delivery days. All reporting requirements met. Inc. membership figure.	Parent Carer Expenses and remuneration [REDACTED]	As year 1 but 550+ delivery days.	Parent Carer Expenses and remuneration [REDACTED]	As year but 600+ delivery days.	Parent Carer Expenses and remuneration [REDACTED]
KPI 5	Grant programme management	All forums have easy access to grant application information online. Grants are paid on time and monitoring and due diligence carried out in line with grant agreement.	Grant forms and guidance updated and ready from 1/4/22. Grants learning session. Grants 1:1's for new PCFs. New forums due diligence complete. Reporting of serious issues to DfE.	100% correct grant claims paid <30 days. 100% u/spend reported/ repaid to DfE in timescale. >20% monitoring POE checked.	Staffing and licences [REDACTED]	Outputs and performance measures ss per year 1 with grant forms ready by 1/4/23.	Staffing and licences [REDACTED]	Outputs and performance measures as per year 1 with grant forms ready by 1/4/24.	Staffing and licences [REDACTED]
KPI 6	National helpline service	Families of children and young people with SEND have access to a national helpline service	Free national telephone, email and social media helpline service for families of children and young people with SEND. Signpost resources and intelligence to regional SENDIASS/PCF.	Respond to at least 8,500 enquiries from families of children and young people with SEND.	Staffing/ overheads [REDACTED] licences/ fees [REDACTED]	Respond to at least 8,750 enquiries.	Staffing/ overheads [REDACTED] licence s/ fees [REDACTED]	Respond to at least 9,000 enquiries.	Staffing/ overheads [REDACTED] licences/ fees [REDACTED]
KPI 7	Online Information advice and support	Families of children and young people with SEND have access to appropriate information and signposting via online channels.	Provision of information and advice through digital channels, website, social media, and online tools. Service information reviewed and updated.	Provide IAS to 1,000,000 unique users via digital channels.	Staffing/ overheads [REDACTED] licences/ fees [REDACTED]	Outcomes and performance measures as per year 1 with 1,200,000 unique users.	Staffing/ overheads [REDACTED] fees [REDACTED]	Outputs and performance measures as per year 2 with 1,300,000 unique users	Staffing/ overheads [REDACTED] fees [REDACTED]

KPI 8	Support for more complex enquiries	Families of children and young people with SEND have access to a 1:1 service for more complex enquiries.	Provision of follow ups for in-depth advice on complex enquiries.	200 enquirers receive follow up IAS offering more in-depth advice.	Staffing/overheads [REDACTED] licences/ [REDACTED] fees	Outcomes and performance measures as per year 1 but 250 enquirers receive more in-depth advice.	staffing/overheads [REDACTED] licence s/ fees [REDACTED]	Outcomes and performance measures as per year 1 but 250 enquirers receive more in-depth advice.	staffing/overheads [REDACTED] licences/ [REDACTED] fees
KPI 9	Quality assurance National IAS service	To ensure a high level of customer satisfaction rates across telephone and digital channels.	Create, promote and disseminate a biannual survey to quality assure telephone enquiries and digital channels. Collate / review feedback to develop and inform service improvements.	Customer Satisfaction scores indicate a minimum of 80% customer satisfaction with the service they received.	staffing/overheads [REDACTED] licences/ [REDACTED] fees	Outcomes and performance measures as per year 1.	staffing/overheads [REDACTED] licence s/ fees [REDACTED]	Outcomes and performance measures as per year 2.	staffing/overheads [REDACTED] licences/ [REDACTED] fees
CDC & KIDS 10	CYP engagement	Maintain FLARE and 3x KIDS Young People's Participation Teams. Develop and engage our network of external participation groups to ensure strategic voice is representative and shared with DfE	Each CYP group to meet at least 6 times a year with wider CYP engagement sort to broaden representative views. 1 national CYP conference to support skills building.	75% member attend each meeting. 50 unique additional voices engaged. Work on 6 DfE topics and 2 external topics. 80 CYP attend conference. 75% of all CYP engagement rated as good/excellent.	CDC [REDACTED] KIDS	As per year 1 + 90 attending conference, 60 additional unique voices engaged. 8 DfE topics, 3 external topics .80% of all CYP engagement rated as good/excellent.	CDC [REDACTED] KIDS	As per year 2 + 100 conference 70 additional unique voices engaged. 8 DfE topics ,5 external topics .85% of all CYP engagement rated as good/excellent.	CDC [REDACTED] KIDS
CDC & KIDS 11	Workforce development	To ensure a menu of support is available to local areas to develop mechanisms and strategies for C&YP people's participation. A focus on supporting LAs with WSOA. A national	Targeted support for at least 10 LAs. Training events available to all 9 regions. Co-produced resources to support good practice. A range of comms channels to disseminate awareness. Peer led support via coffee mornings and forum. Mapping and	* 70% LAs satisfied with level of support offered * 50% of all LAs access training events * At least 10 CYP outputs promoted via our Comms channels, including blogs and	CDC [REDACTED] KIDS	As in year 1 with additional targets of * 75% LAs satisfied with level of support offered * 55% of all LAs access training events	CDC [REDACTED] KIDS	As in year 2 with additional targets of * 80% LAs satisfied with level of support offered * 60% of all LAs access training events	CDC [REDACTED] KIDS

		stakeholder group, including representation from education, health and social care convenes to develop strategic participation across the DfE contracts.	scoping of strategic participation activity	podcasts. * MPW update shared termly * 25 attendees on average to coffee mornings each month					
KPI 2	SENDIAS	Expertly trained SENDIAS staff able to provide quality, legally based advice for C&YP with SEND, their families and professionals.	Online and 9 f2f IPSEA training 15 Face to Face 'other' training days. Development of online training and resources	Evaluations and surveys throughout 90% report useful/v useful. Annual service user feedback show over 80% user satisfaction.	Training Staffing	Outcomes and performance measures as per year 1.	Training Staffing	Outcomes and performance measures as per year 1.	Training Staffing
KPI 3	SENDIAS	Increase in stable, secure and innovative services that can deliver on their statutory duties.	IASSN website, online E-Forum and reporting mechanisms, attendance at 18 regional meetings	Evidence from Ofsted/CQC, service user feedback and increase in jointly commissioned services.	Staffing	Outcomes and performance measures as per year 1. + 20 regional meetings	Staffing	Outcomes and performance measures as per year 1.+ 22 regional meetings	Staffing

6.9 Subsidiary Performance Indicators – Social value and covid recovery

Ref	Support Goal	Activities/Actions	Outputs to be measured	Monitoring methods (including tools used / processes used to gather data)	Timeline s
Support Goal 1	Increase skills to improve employment opportunities within local communities.	Skills training for parent carers, CYP, and SENDIASS practitioners.	No. of parent carers accessing training opportunities. No. of practitioners completing IPSEA training. No. of CYP undertaking training opportunities and / or trained to deliver training. No. of participants gaining employment. Qualitative measures including increased levels of confidence and skills.	Monitoring and evaluation data recorded on GDPR compliant databases. Bespoke reports and analysis. Training participants receive a point of service qualitative evaluation immediately after receiving training. If we are measuring the medium-term impact of attending a series of training sessions, attendees will complete a baseline survey at the start of the first session. This will be mirrored by a post-course follow-up survey, completed eight weeks after the end of the course. On some programmes, where it is appropriate, a follow up evaluation survey is completed 1-3 months afterwards.	Q2&Q4 2022-23 Q2&Q4 2023-24 Q2&Q4 2023-24
support Goal 2	Support communities worst affected or and shielding.	The activities across the consortium children and young people with SEND and their families who have been worst affected by Covid-19. All contract activities take into account the clinical vulnerable, especially those shielding. All interactions and engagement with children and young people include pastoral care are designed to help wellbeing and mental health, reduce isolation, support recovery and transition to improve educational, health and social outcomes. Creating connections and building confidence are key goals. The consortium will continue to offer a blended delivery model to ensure that those shielding	No. of parent carers undertaking DARE Resilience training. No. of parent carers, children and young people accessing information, advice and guidance about education, health and entitlements, and transition to adulthood. No. of parent carers, children and young people taking part in wellbeing and social activities. Qualitative measures including increased levels of confidence, reduced isolation, increased resilience, being better informed about rights and	Monitoring and evaluation data recorded on GDPR compliant databases. Bespoke reports and analysis. Training participants receive a point of service qualitative evaluation immediately after receiving training. If we are measuring the medium-term impact of attending a series of training sessions, attendees will complete a baseline survey at the start of the first session. This will be mirrored by a post-course follow-up survey, completed eight weeks after the end of the course. On some programmes, where it is appropriate, a follow up evaluation survey is completed 1-3 months afterwards. All engagement activities including wellbeing programmes are measured against a set of metrics including reduced isolation,	Q2&Q4 2022-23 Q2&Q4 2023-24 Q2&Q4 2023-24

		are able to take part via digital channels. Successful transition to adulthood is more likely to have positive outcomes when young disabled people are supported to make choices and have a say in the help that they need.	choices and feeling better able to deal with stress.	increased confidence and increased connections using survey and feedback forms.	
Support Goal 3	Support organisations to recover from Covid 19 (closely linked to Support Goal 2) and continually developing new ways of working.	Local Parent Carer Forums and Young People's Groups reach out into their communities and are supported by the consortium to grow their reach, capacity, and diversity. Local Parent Carer Forums provided with training and information sessions to help improve their sustainability including fundraising webinars. Delivery and engagement models across the consortium continually reviewed and adapted are driven by the needs of local communities and in accordance with government Covid-19 guidance (e.g. any further restrictions including lockdowns).	No. of parent carer forums attending fundraising webinars. No. of parent carer forums and young people's groups attending diversity and inclusion workshops. No. of parent carer forums and young people's groups accessing advice and support. Qualitative measures including increased knowledge and understanding of local funding opportunities, increased reach, and diversity and positive feedback about new and adapted ways of working.	Monitoring and evaluation data recorded on GDPR compliant databases. Bespoke reports and analysis. All engagement activities including webinars and training sessions are measured against a set of metrics including increased knowledge, understanding and confidence using survey and feedback forms. New evaluation tools and metrics are being developed to monitor and evaluate improved diversity and reach. Delivery models are continually evaluated and adapted to reflect user needs and government guidance with staff and user safety paramount.	Q2&Q4 2022-23 Q2&Q4 2023-24 Q2&Q4 2023-24
Support Goal 4	Support the physical and mental health of people affected by COVID-19 (closely aligned to Support organisations to recover from Covid 19 (closely linked	All interactions and engagement with children and young people include pastoral care designed to help wellbeing and mental health, reduce isolation, support recovery and transition to improve educational, health and social outcomes that have a positive impact on physical and mental health. Creating connections and building confidence are key goals. We will continue to run a range of activities that support physical and mental health including walk and talk events, virtual	No. of parent carers, children and young people taking part in wellbeing and social activities. Qualitative measures including increased levels of confidence, reduced isolation, increased resilience, increased social connections and friendships, improved mental health and wellbeing.	Monitoring and evaluation data recorded on GDPR compliant databases. Bespoke reports and analysis. All engagement activities including wellbeing programmes are measured against a set of metrics including reduced isolation, increased confidence and increased connections using survey and feedback forms.	Q2&Q4 2022-23 Q2&Q4 2023-24 Q2&Q4 2023-24

	to Support Goal 2) and continually developing new ways of working.	coffee mornings, online yoga, forest schools and storytelling activities. The contract also enables dissemination of information about additional programmes supported by other funders. For example, Contact's Better Together programme that provides opportunities for children and young people with SEND and their families to take part in a range of sports, arts, and outdoor activities.			
Support Goal 5	Improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.	Creating workplace conditions that protect staff and beneficiaries and maximise our ability to support the Covid-19 recovery effort. Conducting Covid-19 risk assessments of office premises and implementing social distancing and hygiene measures. This work is ongoing and is continually reviewed by the consortium partners to adapt to government advice and guidance. Supporting a flexible workforce including hybrid working models combining Covid safe office work and remote working. Supporting schemes and initiatives that have a positive impact on the environment and reduce travel. For example, Contact and Kids starting Bike to Work schemes and Board meetings and staff conferences taking place online rather than in person.	No of staff members cycling to work. No of group meetings moving to online. % reduction in travel. Qualitative measures including staff satisfaction levels with workplace conditions and measures taken to improve flexible and responsive working.	Monitoring and evaluation undertaken via risk assessments, staff surveys, feedback, and regular consultation.	Annually
Support Goal 6	Support the health and wellbeing, including	The pandemic highlighted the need for all of the consortium partners to focus on the mental health of those we're working for, with, and ourselves.	No of staff undertaking mental health training. No of staff taking part in wellbeing programmes and activities. No	Monitoring and evaluation undertaken via staff surveys, feedback forms, and regular consultation. Contact also uses Best Companies employee engagement specialists	Q2&Q4 2022-23

	physical and mental health, in the contract workforce.	IASSN training includes sessions for workers on their own mental health and resilience, ensuring that we are providing training for SENDIAS staff on understanding, recognising and supporting those for whom mental health is their primary need or a part of their needs. Contact will continue to develop its wellbeing programme of online events and activities for staff including regular wellbeing e-newsletters, providing mental health awareness and line manager training for all staff. Contact's wellbeing programme for staff includes social activities, encouraging regular breaks, physical activities e.g. dance, yoga and mental health training from an external provider. Contact also now has 10 Mental Health First Aiders who regularly engage with staff via lunch and learn sessions.	of Mental Health First Aiders. Qualitative measures including staff wellbeing indicators - reduced anxiety, stress and improved mental health.	who deliver data and insights based on staff surveys. One of the key metrics included is the wellbeing factor to gain insights into how employees feel about stress, pressure at work, and work life balance. The annual results are used to inform wellbeing needs and future activities or training.	Q2&Q4 2023-24 Q2&Q4 2023-24
Support Goal 7	Collaboration with users and communities in the codesign and delivery of the contract to support strong integrated communities.	Co-production, co-design and collaboration is enshrined in the values and actions of all of the consortium partners. Contact will continue to run focus groups and workshops with parent carer forums to inform and shape our support offer and resources to strengthen parent voice locally and nationally. IASSN will continue to involve children and young people in conversations about the support they want to receive including informal, and formal sessions and feedback gained from the Young People's Advisory	No parent carer forums and young people taking part in focus groups, workshops, and consultations. Qualitative measures include increased confidence levels, increased involvement, engagement, and empowerment.	Monitoring and evaluation undertaken via surveys, feedback forms, and regular consultations. Key findings and reports disseminated to key external stakeholders and organisations.	Annually

		Group. CDC will continue to run local and national consultations to enable young people to influence and shape decision-making.			
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SATISFACTION SURVEYS

6.10. In order to assess the level of performance of the Supplier, the Authority may undertake satisfaction surveys in respect of End Users or various groups of End Users (each such survey a “**Satisfaction Survey**”), the results of which may be reflected in the Balanced Scorecard Report. The subject matter of Satisfaction Surveys may include:

- a. the assessment of the Supplier’s performance by the End Users against the agreed Key Performance Indicators and Subsidiary Performance Indicators; and/or
- b. other suggestions for improvements to the Services.

6.11. The Authority shall reflect in the Balanced Scorecard Report any aspects of the Supplier’s performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Services Description.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 4

STANDARDS

Standards

DEFINITIONS

7.. 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.

GENERAL

7.1 . 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.

7.2 . 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.

7.3 . 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.

TECHNOLOGY AND DIGITAL SERVICES PRACTICE

7.4 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.

7.5 . 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.

7.6 . 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.

TECHNOLOGY AND DIGITAL SERVICES PRACTICE

7.7. 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>.

OPEN DATA STANDARDS & STANDARDS HUB

7.8 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.

7.9. Without prejudice to the generality of Paragraph 0, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Agreement or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Agreement, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

7.10 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Agreement is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 0 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

TECHNOLOGY ARCHITECTURE STANDARDS

7.11. The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with the Open Group Architecture Framework 9.2 or its equivalent, then this shall be deemed acceptable.

ACCESSIBLE DIGITAL STANDARDS

7.12. 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.

SERVICE MANAGEMENT SOFTWARE & STANDARDS

7.13. 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.

7.14. 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.

ENVIRONMENTAL REQUIREMENTS

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

HARDWARE SAFETY STANDARDS

7.16. The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

- a) any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;
- c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and

- d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.

7.17 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Agreement in accordance with the relevant health and safety regulations.

ANNEX 1: ENVIRONMENTAL REQUIREMENTS

DEFINITIONS

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”	means prioritisation of waste management in the following order of preference: 1. Prevention – by using less material in design and manufacture. Keeping products for longer; 1. Preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts; 1. Recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols; 1. 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 1. Disposal - Landfill and incineration without energy recovery.

8 ENVIRONMENTAL REQUIREMENTS

8.1 The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force in relation to the Agreement.

8.2 The Supplier warrants that it has obtained ISO 14001 certification or equivalent from an accredited body and shall comply with and maintain certification requirements throughout the Term.

8.3 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.

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.

8.4 The Supplier shall not provide to the Authority Goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.

8.5 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.
- c) 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.

8.6 TABLE A – Prohibited Items

The following consumer single use plastics are Prohibited Items:	Catering 5. Single use sachets e.g. coffee pods, sauce sachets, milk sachets 6. Take away cutlery 7. Take away boxes and plates 8. Cups made wholly or partially of plastic 9. Straws 10. Stirrers 11. Water bottles
	Facilities 18. Single use containers e.g. hand soap, cleaning products 19. Wipes containing plastic
	Office Supplies a. Plastic envelopes b. Plastic wrapping for brochures c. Paper or card which is bleached with chlorine
	Packaging 20. Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. 21. Single use carrier bags

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 5

SECURITY MANAGEMENT

PART A: SECURITY ASSURANCE

Definitions

In this Schedule:

“Anti-Malicious Software”		means software that scans for and identifies possible Malicious Software in the IT Environment;
“Breach of Security”		(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 0;
“CHECK Provider”	Service	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 0;
“CREST Provider”	Service	means a company with a SOC Accreditation from CREST International;
“Cyber Essentials”		means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
“Cyber Plus”	Essentials	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
“Cyber Scheme”	Essentials	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 shall be prepared by

the Supplier in accordance with Paragraph 0 using the template set out in **Error! Reference source not found.**;

“Information Assurance Assessment”

means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Paragraph 0 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 **Error! Reference source not found.**;

“Information Management System”

means

- 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
- the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources);

“Information Security Approval Statement”

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:

0. the Authority is satisfied that the identified risks have been adequately and appropriately addressed;
1. the Authority has accepted the residual risks; and
2. the Supplier may use the Information Management System to Process Authority Data;

“IT Health Check”

has the meaning given in Paragraph 0;

“Personal Data Processing Statement”

means a document setting out:

1. the types of Personal Data which the Supplier and/or its Sub-contractors

Processes or will Process under this Agreement;

2. the categories of Data Subjects whose Personal Data the Supplier and/or its Sub-contractors Processes or will Process under this Agreement;
3. the nature and purpose of such Processing;
4. the locations at which the Supplier and/or its Sub-contractors Process Personal Data under this Agreement; and
5. 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;

“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 Register”

Changes 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 9.17 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 0;

“Security Management Plan”

(a) means the document prepared by the Supplier using the template in **Error! Reference source not found.**, comprising:

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

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

9. Introduction

This Schedule sets out:

9.1 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;

9.2 the Certification Requirements applicable to the Supplier and each of those Sub-contractors which Processes Authority Data;

9.3 The security requirements which the Supplier must comply;

9.4 the tests which the Supplier shall conduct on the Information Management System during the Term;

9.5 the Supplier's obligations to:

- a) return or destroy Authority Data on the expiry or earlier termination of this Agreement; and
- b) 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 0; and
- c) report Breaches of Security to the Authority.

Principles of Security

9.6 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.
 - a. 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:

- e) 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 Sub-contractors; and
- f) the security of the Information Management System.

9.7 The Supplier shall:

- a) comply with the security requirements in 9.6 and
- b) ensure that each Sub-contractor that Processes Authority Data complies with the Sub-contractor Security Requirements.

9.8 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.

Information Security Approval Statement

9.9 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 Sub-contractors, from the first Operational Services Commencement Date.

9.10 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 0; and
- b) the Authority has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 0.

9.11 The Supplier shall document in the Security Management Plan how the Supplier and its 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.

9.12 The Supplier shall prepare and submit to the Authority within 20 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.

9.13 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.

9.14 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.

9.15 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 Sub-contractors' compliance with this Agreement; and
- c) such other information and/or documentation that the Authority or its authorised representatives may reasonably require,
 - i. to assist the Authority to establish whether the arrangements which the Supplier and its 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.

Compliance Reviews

9.16 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.

9.17 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 b) of 0 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.
 - a. 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.
 - b. 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.

Certification Requirements

9.18 The Supplier shall be certified as compliant with:

- 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; and
- b) Cyber Essentials PLUS,
 - i. 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.

9.19 The Supplier shall ensure that the Supplier and each 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.

9.20 The Supplier shall provide the Authority with evidence of its and its 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.

9.21 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any 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 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 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.

Security Testing

9.22 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,
 - a. 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 0; 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.
 - b. In relation to each IT Health Check, the Supplier shall:
- (c) agree with the Authority the aim and scope of the IT Health Check;
- (d) 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;
- (e) in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
 - a. 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:

- (f) how the vulnerability will be remedied;
- (g) unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:
- (h) 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”;
- (i) 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
- (j) 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”;
- (k) 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;
 - a. comply with the Vulnerability Correction Plan; and
 - b. 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.
 - c. 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.
 - d. 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:
- (l) propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and
- (m) 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.
 - a. 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.

- b. 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 0 to this Schedule.

Security Monitoring and Reporting

9.24 The Supplier shall:

- a) monitor the delivery of assurance activities;
- b) maintain and update the Security Management Plan in accordance with Paragraph 0;
- 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.

Malicious Software

9.25 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.

9.26 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.

9.27 Any cost arising out of the actions of the parties taken in compliance with the provisions of Paragraph 9.26 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.

Breach of Security

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

9.29 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:
- b) minimise the extent of actual or potential harm caused by such Breach of Security;
- c) remedy such Breach of Security to the extent possible;
- d) apply a tested mitigation against any such Breach of Security; and
- e) prevent a further Breach of Security in the future which exploits the same root cause failure;
- f) 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.

9.30 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 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.

ANNEX1: SECURITY REQUIREMENTS

Security Classification of Information

10. 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.

10.1 End User Devices

- a. 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.
- b. 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>.

10.2 Networking

- a) 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.

10.3 Personnel Security

- a) 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.
- b) 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.

- c) The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs a) and b) 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.
- d) 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.
- e) 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.
- f) 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.
- g) The Supplier shall ensure that the training provided to Supplier Staff under paragraph f) 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”).

10.4 Identity, Authentication and Access Control

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.
- c) 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.
- d) 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.

10.5 Data Destruction or Deletion

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.

10.6 Audit and Protective Monitoring

- a) 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.
- b) The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the Information Management System.
- c) The retention periods for audit records and event logs must be agreed with the Authority and documented in the Security Management Plan.

10.7 Location of Authority Data

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

10.8 Vulnerabilities and Corrective Action

- a) 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.
- b) 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:
- c) 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
- d) Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

- e) the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:
- f) seven (7) days after the public release of patches for those vulnerabilities categorised as 'Critical';
- g) thirty (30) days after the public release of patches for those vulnerabilities categorised as 'Important'; and
- h) sixty (60) days after the public release of patches for those vulnerabilities categorised as 'Other'.
- i) The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph e) shall be extended where:
- j) 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 e) if the vulnerability becomes exploitable within the context of the Services;
- k) 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
- l) 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.
- m) 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.

10.9 Secure Architecture

- a) The Supplier shall design the Information Management System in accordance with:
- b) 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>;
- c) 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
- d) 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:

- e) "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;
- f) "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;
- g) "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;
- h) "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;
- i) "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;
- j) "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;
- k) "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;
- l) "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;
- m) "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;
- n) "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;
- o) "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;
- p) "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;
- q) "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

- r) "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 SUB-CONTRACTORS

Application of Annex

11.1 This Annex applies to all Sub-contractors that Process Authority Data.

11.2 The Supplier must:

- a) ensure that those 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.

11.3 Designing and managing secure solutions

- a) The 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>.
- b) The 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.

11.4 Data Processing, Storage, Management and Destruction

- a) The 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.
- b) The Sub-contractor must securely erase any or all Authority Data held by the 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.

Personnel Security

11.5 The 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>.

11.5 The Sub-contractor must, if the Authority requires, at any time, ensure that one or more of the 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.

11.6 Any 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.

End User Devices

11.7 The 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 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/>.

11.8 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>.

Networking

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

Patching and Vulnerability Scanning

11.20 The 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.

Third Party Sub-contractors

11.21 The 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.

11.22 The 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.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 6

INSURANCE REQUIREMENTS

12 OBLIGATION TO MAINTAIN INSURANCES

- 12.1 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 0 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.
- 12.2 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.
- 12.3 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.
- 12.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principal's 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.

GENERAL OBLIGATIONS

- 12.5 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.

FAILURE TO INSURE

12.6 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.

12.7 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.

EVIDENCE OF INSURANCES

12.8 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.

CANCELLATION

12.9 Subject to Paragraph 12.12, 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.

12.10 Without prejudice to the Supplier's obligations under Paragraph 0, Paragraph 12.11 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.

INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES

12.11 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.

12.12 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.

12.13 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

12.14 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 **[£310,000]** 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 AND PRODUCTS LIABILITY INSURANCE

1. Insured

1.1. The Supplier

1. Interest

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

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

(b) loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 0) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

Limit of indemnity

- a) The Contractor shall affect and maintain in force with a reputable insurance company employer's liability and public liability insurances for the sum and range of cover as the DfE deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as the DfE deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.

Period of insurance

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

Cover features and extensions

- c) Indemnity to principal's 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.

Principal exclusions

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

PART C: UNITED KINGDOM COMPULSORY INSURANCES

- l) The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 7

AUTHORITY RESPONSIBILITIES

Authority Responsibilities

INTRODUCTION

- 13 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority in 0 (*Services Description*) and 0 (*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 **Error! Reference source not found.**

13.1 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

GENERAL OBLIGATIONS

13.2 A The Authority shall:

- i. perform those obligations of the Authority which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules (except 0 (*Services Description*) and 0 (*Supplier Solution*));
 - ii. 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;
 - iii. provide sufficient and suitably qualified staff to fulfil the Authority’s roles and duties under this Agreement as defined in the Implementation Plan;
 - iv. 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
 - v. procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and 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).
- b) 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;

- 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 Premises (as a licensee only) and 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).

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 8

SUPPLIER SOLUTION

1 **14. – Provide development support to local forums to ensure effective co-production at local authority level, including through ensuring membership is more representative of those with protected characteristics, as well as support at a strategic level, including supporting 9 regional forums and the forums’ national body the NNPCF**

14.1 Experience and knowledge

Contact is a parent carer led organisation with co-production at its heart. Over 40 years direct experience working with parent carers, providing key information, advice, and support means we have an unparalleled understanding of the issues that families with children and young people with SEND face.

We have been instrumental in developing the strategic participation of parent carers so that improvements to local, regional, and national provision are co-produced with their children and young peoples’ needs at the centre.

Contact and the National Network of Parent Carer Forums (NNPCF) have a long history of working with and alongside Government departments e.g., developing and implementing the SEND reforms and revised Code of Practice 2014, inputting into the SEND Review, and revised SEND local area (Ofsted and CQC) inspection framework.

We’ve developed our support offer for individual Parent Carer Forums (PCFs) by listening to them via surveys and focus groups. Our offer is tailored to meet PCFs’ current priorities and needs, and to address areas for improvement identified by local area Ofsted and CQC inspections.

In August 2021, PCFs told us about their top priorities over the next 3 years:

- Increasing membership including from seldom heard groups
- Building capacity and overall sustainability
- Strengthening governance, policies, and legal structures
- Further developing co-production and local partnership working
- Mental health support for forum members

Throughout the 13 years we have provided strategic support for parent carer participation, we have worked in partnership with strategic partners including local authorities and clinical commissioning groups to build and embed sustainable local solutions that encourage parent engagement.

A successful forum is underpinned by strong foundations with robust policies protecting members, is resilient, influential, and sustainable. Our support to PCFs aims to provide the support, tools, and resources to facilitate this. We work with forums to encourage them to prioritise their work, manage the expectations of their local partners and set boundaries to avoid burn out. Contact and the NNPCF feedback on the impact of forum work, and how things are nationally ‘on the ground’ to partners at SEND Regional Coordinator meetings so that this filters back to local authority partners.

We adapt to meet needs and priorities, and as the current contract provider, there are no barriers, perceived or actual, to meeting full scale delivery as we have an experienced team already in place,

the capability and capacity to ensure a seamless experience for forums as the new contract begins on 1st April 2022.

Our model to provide support to forums and their strategic partners will ensure **a core support offer for all local PCFs in receipt of the annual Department for Education (DfE) grant:**

- A named and trusted advisor
- Grant payments and administration; Support and advice with grant process and forms
- Annual event co-produced by Contact and the NNPCF
- At least eight webinars a year on priority topics
- Access to counselling assistance
- Community Matters (CM) subscription for governance, GDPR, legal structure support
- Accessible online dedicated PCF resources
- Regional network support and attendance at meetings
- Termly PCF joint Contact/NNPCF newsletter
- Information for local strategic partners on the role of PCFs and good practice in parent carer participation
- Support with forums' engagement with health partners
- Learning and development: Parent Representative, Resilience and Compassionate Communication training, and updated new forum pack
- Development of diversity toolkit; 1:1 implementation support from freelance topic specialist Associates to use effectively, forum diversity training
- Peer support model developed with PCFs to learn from each other and share good practice and solutions
- Enhancing communication, links, joint working opportunities between PCFs and Young People's participation groups; FLARE and the NNPCF
- Support for PCFs to work alongside local SENDIAS services and develop MOUs
- Signposting to national helpline and online resources for parent carers
- Intelligence from national helpline and online service on national and regional trends.

Our experienced parent carer participation advisors are highly valued by forums. Forums like that they can receive support from their advisor by phone, email, face to face, via virtual meetings, and at regional network meetings.

97.3% of PCFs are satisfied or very satisfied with PCPA support.

"...(We) received a lot of additional support from our PCPA which we are very grateful for. 2020/21 has been very difficult for everyone and the forum has undergone several upheavals. We are very confident that with support from our Contact Adviser and Associates we will be in a stronger position to move forward in the next year".

14.2 Regional support, networking and sharing

Contact's advisors have a longstanding partnership with the NNPCF steering group members jointly supporting and attending the regional network model, complementing each other's roles, and offering the strongest possible conduits for parental voice and experience to be heard and listened to at local, regional, and national levels.

We are currently working with the NNPCF steering group to further build upon shared principles of co-production and ways of working across the regions that will allow each region to retain their own identity and autonomy whilst maintaining some shared values and some standard methods to feed back as a region to influence national agendas, consultations, and reviews such as the SEND Review.

We will work closely with the DfE, the DfE's Targeted, Universal and Strategic Reform Partners to develop a more cohesive approach to regions, sharing opportunities and intelligence, and providing peer support.

14.3 Resources

We will offer comprehensive resources to PCFs via our smartphone friendly, accessible website that PCFs helped to shape. This includes guidance and support documents for the grant programme, day to day operational issues, template policies and resources to help forums and their partners understand the role and remit of PCFs, the principles of co-production and how to work with local providers to ensure services are targeted correctly and meet the needs of children and young people with SEND and their families irrespective of their background, or where their child or young person is educated. Additionally, we will provide a dedicated YouTube channel for PCFs hosting all online learning.

Over 99% of forums have indicated that they are satisfied or highly satisfied with our communications and quarterly joint newsletter which captures success stories so forums can learn from best practice and understand the impact of their work.

"Service received by Contact has been excellent all round and always has been. I don't know what we would do without their support and encouragement. It means a lot to know that the team are there for us. Thank you".

14.4 Increasing diversity and outreach to seldom heard communities

A key focus over the contract will be diversity and increased representation so that forums are as sustainable, inclusive, and welcoming as possible.

Our outreach toolkit, developed with forums, Include Me TOO, and Diversity Trust, will help forums better understand their area, its population and where to find key information. The toolkit contains interactive exercises and tools to provoke thought and discussion and signposting to helpful resources.

It will help forums plan how to reach out into their communities with confidence and grow their reach and capacity, making them more representative and inclusive for parent carers with protected characteristics and families with children and young people who are home schooled or in Alternative Provision for example.

The toolkit is being rolled out with an online learning session later this year. Updates to it during the contract will ensure it includes as much useful and up to date information as possible.

In year 1 we will offer support to forums struggling with capacity to implement the toolkit and develop an outreach action plan.

We will also support forums to tailor a template Equality, Diversity and Inclusion policy developed this year.

From April 2022, online diversity training will be mandatory for every PCF so that they understand the importance of being fully inclusive and recognise unconscious bias. We will offer a 'micro site' on Contact's existing online learning portal with a requirement that at least 2 named members of each operational PCF complete the training and score at least 80% or above in the online test, before they can access the second tranche of the DfE grant.

We will also offer core PCF members children and vulnerable adults safeguarding training via the online learning portal. This will ensure consistency of training for all PCFs.

Despite Covid, forum membership has grown to over 98,700. We will capture information on forum diversity via annual grant monitoring and include new categories including parent carers of children and young people in Alternative Provision.

We will highlight forum successes in this area via our website and newsletter to aid sharing of good practice and ideas as shown in the example below.

The PCF in Brighton & Hove (PaCC) worked in partnership with partners, small charities and community groups that support SEND families locally to develop and deliver a range of training, support and fun activities for families disproportionately affected by the pandemic due to loss, bereavement, and limited access to education.

Activities organised by the forum were promoted amongst Black, Asian, and Minority Ethnic parent carers to make sure support was provided to everyone and everyone's needs were heard. They included group days out, online mentoring, family support and engagement sessions as well as sibling support sessions. An online wellbeing space was also created where parent carers could share concerns and experiences.

The events engaged more than 500 families over three months were run - many of whom were new to PaCC. All parents were given information about the PCF and how to join. As a result, membership increased with 70 new parent carers becoming members.

Feedback received during the activities will shape the work the forum's work over the next few months, specifically to increase representation within PaCC of less heard families and more diversity within the Forum Steering Group.

14.5 New forum starter pack

Forums tell us how much they value our forum handbook. They have asked us to update and develop it into a starter pack for new PCFs which contains a framework of policies that they should work towards to help them lay solid foundations and thrive.

We provide governance support to PCFs via Community Matters (CM) who have a suite of updated information and templates. We will work in co-production with forums and CM to review and update the current handbook. It will be a live, interactive online document with resources tagged to sections that forums can refer to when they need it. This will help new and existing forums to work towards a standard set of essential policies and procedures which serve to protect steering groups and individuals involved in the forums and ensure that public funds are safeguarded.

Forums will continue to have access to CM governance Knowledge bank and expertise along with some sharing of developed policies.

Some forums will be able to access bespoke governance support from CM on an Associate basis to help them to complete governance health checks or buy in bespoke support directly.

14.6 Forum training programme

We will offer at least 8 online learning sessions which will include a grant learning session. Forums told us that grant support is their top support priority for 2022/23; they appreciate our swift responses on grants queries and would like additional support on other sources of funding and managing finance. Our partnership with Community Matters will help us source a learning session on community funding, legal structures, and finance.

Other forum priorities are: Increasing membership including from seldom heard groups, building capacity and sustainability, strengthening governance, co-production, and mental health support. Training in year 1 therefore will focus on these areas.

We currently offer training to parent representatives via our modular training course. This course received a 100% excellence rating.

The 'train the trainer' element of this course has enabled forums to put on the training themselves making the programme sustainable and helping parent carers to continue to develop skills that can lead to employment.

Comments from this year's participants included:

“Feel more confident in knowing what we, as a Forum, are all about”.

“Less isolated and felt helpful to discuss things with other people and share ideas- very helpful”.

Parent carer wellbeing is a top priority of PCFs as we emerge from the pandemic. As a result, we will run three further virtual Resilience workshops that were co-developed and co-produced with PCF members.

Co-production and partnership working is another PCF priority over the next three years. In year 1 we will offer a cohort of 15 forum members a modular training course on compassionate/nonviolent communication to help forums respond constructively to challenges from other groups or when there are tense relationships with local partners. The training will help them to proactively manage their communications in a positive and non-confrontational way. We will review feedback and impact to develop and deliver it in subsequent years.

We have carried out work to improve the accessibility of our online training offer and all presenters are expected to adhere to accessibility standards when delivering training for Contact and PCFs, including knowing their audience’s requirements and adjusting their delivery accordingly.

Associates also offer bespoke training to local areas they work with. Norfolk who received co-production training commented:

“...the trainer not only demonstrated deep subject knowledge and personal experience, but her approach ensured that each workshop.... was carried out in a way that meant everyone felt fully included...parents and professionals alike. The subject matter had the potential to create a 'difficult' atmosphere, but this never occurred...in large part due to the trainer's style of independent facilitation.”

14.7 National Event

Contact and the NNPCF will co-produce and deliver a national event/conference for all PCFs with consortium partners, DfE and NHS England. The past two events have been virtual, but we hope to host a face-to-face event for forums to come together, hear directly from forum members, listen to forum challenges and successes as they input into key discussions and consultations, and to network and share ideas.

Delegates will have access to workshops on priority topics such as the SEND Review and its outcomes, and the opportunity to attend the NNPCF AGM and hear from keynote speakers from DfE and Ministers.

Previous evaluations highlight how much parent carers value these events as they are engaging and offer a much-needed opportunity to meet colleagues and friends from across the country in a supportive environment.

14.8 Duty of care

Forum grant recipients are largely parent carer volunteers with complex and challenging personal circumstances, many of which have been exacerbated by the Covid-19 pandemic.

Because forum work adds a further layer of stress, we intend to continue to offer all PCFs a membership to Counselling in Companies - an assistance programme with a host of wellbeing resources, access to legal, financial, and family helplines, HR support and counselling.

To aid understanding of governance and their obligations, all forums will have a complimentary membership to Community Matters who offer a suite of resources and advice on governance, GDPR, and legal structures.

We recognise forums' strengths, and their limitations as small voluntary groups with limited capacity and resources. Our offer aims to equip and empower them to make informed decisions for themselves.

We also signpost members to other sources of Contact support including our helpline, family finance helpline, Listening Ear service, Early Years, workshops etc.

14.9 Early warning system

The first port of call for areas in difficulty is often the trusted participation advisor, who can assess the support required, and is best placed to assist, and empower the forum to find a solution, or signpost to other sources of support e.g., Community Matters or CiC. We have several ways of identifying challenges quickly:

- When there are less than 3 members in a forums' steering group
- The forum struggles to meet grant deadlines
- Our concern rating from advisor intelligence triggers a check-in and support offer, or if the grant risk threshold is triggered
- Lack of engagement in the region or with members of our team
- Mid-year check-in on the second tranche (grant) application form
- The forum or their partners ask for support
- Intel from other concerned forums, or the NNPCF
- Intel from consortium partners during our monthly delivery review meetings
- SEND local area inspection outcome letters can also act as a catalyst for struggling areas to seek support.

To ensure a proactive approach, our advisors will check in with every forum they have not heard from at least once per quarter.

14.10 Enhanced or intensive support offer:

In our experience, more targeted support for forums is likely to be needed in areas with challenges, and where forums have folded, where relationships have broken down, or issues have been identified by the local area inspection. We would utilise our established relationships to work with other contract strands, delivery partners, local statutory services and DfE SEND Adviser team to offer a joined-up, co-produced approach to support, to ensure that statutory partners understand the requirements of the Children and Families Act and SEND Code of Practice regarding the engagement of families in service development, the strengths and limitations of PCFs due to capacity and funding, and the challenges of being SEND parent carers. We will continue this approach with the contracted partners for the Universal and Targeted contracts and work with them to further develop a more consistent approach in areas where co-production is weak.

Forums can self-refer for enhanced support and we will maintain a budget to enable this. In some cases, additional support may be a requirement of the forum continuing to receive the grant if we have significant concerns about their effectiveness or financial acumen. We encourage forums to ask for help and we will work with them to ascertain what support would best meet their needs and enable them to move beyond whatever they are experiencing.

- Support through our skilled and experienced freelance Associates when significant issues arise. Associates can support with a wide range of issues such as, but not limited to outreach, community development and engagement, mediation and conflict resolution, governance and policies, management coaching and team development
- Support to broker conversations and foster relationships with local strategic partners where communication and understanding between them and PCFs is weak or fractured
- 1:1 support from Community Matters to forums undergoing challenge with governance and policy issues
- Support to forums' strategic partners including the local authority and health agencies to improve their co-production practice and raise the profile of participation and co-production amongst these partners
- Support in collaboration with other strand leads when identified issues include elements relating to CYP or SENDIASS.

Our Advisors and Associates, especially those who are trained in mediation, can support areas with tensions or conflict to provide support options to suit the situation. Associates have also built forums from the ground up when the previous forum folded and will continue to deliver this support as required. They engage as many parent carers and local partners as possible to build a new model of co-production in the area and support emerging forums to put in place governance and policies, to apply for the DfE grant, and to begin to build positive relationships with their strategic partners.

“... Contact Associate was exactly the right help as we moved from being a hosted Steering Group with no leaders...to an independent parent led group with confident Co-Chairs ... really helped our standing with the LA so her input has helped us to be more confident when dealing with the LA”.
(Dudley PCF)

In Gloucestershire, the relationship between the forum and their host broke down and eventually the forum disbanded.

Contact applied to hold the DfE grant and researched potential hosts. An associate worked with the LA to map networks, parent groups and engaged local organisation Active Impact, with networks and strong record of parent participation in short breaks provision, to facilitate roadshows across the county, highlighting opportunities to get involved in a new forum and worked with the LA and parent groups to survey what service improvements were needed. The associate managed the grant spend and oversaw the work.

Parents supported an application with Active Impact as host. LA funding helped the forum recruit a participation worker to help develop trusting relationships with all local statutory and voluntary partners. The forum has increased its reach despite the pandemic.

Identifying the right host and working with partners has enabled a strong, healthy forum to develop. The forum has addressed key local priorities such digital poverty e.g., seeking additional funding for funding tablets to help parents keep in touch, to participate in meetings, access education, and to run online wellbeing sessions to reduce isolation during the pandemic, and has worked alongside services to ensure that families' needs are met having representatives on key strategic groups including the Carers Partnership Board and SENDAISS Steering Group.

14.11 Flexible options

Our wealth of experience means we can put the right support in place for individual forums, and adapt approaches to issues, local circumstances and use our experience to inform the options, whilst ensuring that parent carers in the area drive the way forward. We welcome working with the DfE appointed evaluator to ensure that we offer the best possible support to PCFs and that we model, share, and highlight best practice.

This year we used a different approach in some areas where forums had folded due to pressures on capacity brought on by Covid. We “front-loaded” Associate support providing more intense early intervention so a new forum or local host organisation could apply for the grant more quickly. This has resulted in 32 parents coming forward when previously there was no interest in setting up a forum. Additionally, we have developed useful communication tools to use in other areas to promote PCFs, joining, or setting up a PCF.

We intend to maintain our flexible approach because of uncertainty around the pandemic. A hybrid, blended approach to face to face/virtual meetings and travel will also continue enabling effective support to more forums.

During Covid we demonstrated our agility and proactive approach to forum support, making swift changes regarding flexibility to the grant with carry forward of the 2019-20 allowance, and increasing our focus on technology and outreach to ease isolation. Contact and the NNPCF would adopt a similar agile process if the outcome of the SEND Review, or other legislation required a shift in focus.

14.12 NNPCF

The National Network of Parent Carer Forum's (NNPCF's) steering group is responsible for the strategy and priorities of the NNPCF. The management team delivers on the strategy and priorities set by the steering group, and member forums. A team of national representatives works with the steering group to coproduce with stakeholders. The structure has been in operation for the last 3 years and is stable.

Contact will continue to support the operations of the NNPCF via input from key team members, attendance at NNPCF management team and steering group meetings, and dedicated administrative support. Contact will support the NNPF as they finalise their transition towards becoming a Community Interest Company.

The NNPCF business plan for 2021 identified four key priorities that have dominated the last 18 months. These are:

1. Covid 19 recovery
2. The SEND review
3. Accountability framework (LA inspections and SEND tribunals)
4. NHS Long Term Plan.

The NNPCF will continue to survey their membership, post key news stories, and contribute to the joint newsletter, update key topic talking points, and feedback progress on major policy and legislative developments to their member forums.

The NNPCF will deliver at least 500 days of steering group and national rep time to attend the SEND System Leadership Board and other key national Education, Health and Social Care boards and workstreams.

The NNPCF and Contact work in co-production to enhance the impact of parent carer forums across England enabling the strategic voice of all forums to continue to influence at the highest levels of government and the NHS. We both remain committed to furthering knowledge and education around co-production and its benefits amongst PCFs and their local partners, and we collaboratively offer guidance to partners often in conjunction with other SEND delivery partners including the DfE's SEND Adviser team. The joint contract with family support will offer a further opportunity for helpline enquiry and local SENDIASS enquiry insights to inform future national and local priorities as well as create local opportunities for collaboration.

14.13 Impact of PCFs and NNPCF

The pandemic highlighted the increasing influence of the 152 local parent carer forums, whose voice via surveys, case studies, and collective voice from regional fora was raised by the NNPCF to influence Ministers and Government departments, Ofsted and CQC, NHS England and other health departments.

This ensured that Covid measures took account of the true impact on families of children and young people with SEND and contributed significantly to subtle but vital changes that made a huge difference on the ground to families.

Both before, and during the pandemic, forums were involved in full Ofsted and CDC SEND local area inspections, and the interim visits. This involvement is tracked via grant monitoring evidence.

Quote from Ofsted report, SEND: Old issues, new issues, next steps (July 2021)

“The role of the parent–carer forum featured prominently in the most successful areas. In these, leaders had understood that co-production meant working with families as equal partners”

Learning, resources and support from Contact and the NNPCF to prepare for inspection ensures that PCFs make an impact, as in Dorset below:

Following the SEND local area inspection revisit parent carers were dissatisfied with services, support, and parental involvement. They negotiated an increase in LA forum funding enabling them to employ staff, build capacity, and engage parents in all areas of improvement work, resulting in:

- *Co-production & Partnerships, and Quality Assurance managers being recruited to develop joint working across health, social care and education ensuring that families are at the heart of all SEND work.*
- *Parent carers and young people with SEND helping to co-produce a SEND Participation and Co-production Policy, including an easy read version, suite of jointly delivered online training and interviewing candidates for senior posts in Children’s Services.*
- *Parent carers delivering co-production training to SENCOs and other staff and co-producing a quality assurance audit tool for health services.*

Parental confidence in practitioners and the wider workforce increased. A culture of co-production is being embedded amongst staff across Health, Education and Social Care with co-production evident at individual, and strategic level. There are plans to create a young people’s forum.

14.14 Health

Contact and the NNPCF bring important relationships with the NHS and DHSC and have recently been appointed strategic participation partners for the NHS Long Term Plan Learning Disability and Autism workstream bringing synergies in the development of policy and services across health and education services. Key examples of this work include the Autism in Schools, key working, and admissions avoidance projects.

Our Strategic Health Lead (SHL) will enable Contact and the NNPCF to have a voice influencing policy relating to the health needs of children and young people with SEND and their families by attending national health boards.

Alongside supporting forums to:

- Improve confidence when engaging with local health inequalities agendas
- Ensure co-production is prioritised by emerging Integrated Care System (ICS) and integrated commissioning
- Feed into Covid recovery priorities, improving access to therapies, child's mental health services, and parent wellbeing
- Understand rapidly transforming health systems to improve outcomes for children with SEND
- Enable positive working relationships between forums and health partners including decision-makers
- Engage with, understand, and raise awareness of the health experiences and inequalities faced by Black, Asian and minority ethnic families when accessing health and care support via the SEND system
- Understand the health implications of the SEND Review/Green Paper
- Provide regular updates to forums via newsletters and webinars sharing best practice about joint working and engaging harder to reach groups

Track record: Our SHL, NNPCF and PCFs played a key role in increasing the take-up of annual health checks by young people with learning disabilities.

We have supported NHS agendas with a direct impact on educational outcomes for disabled children including improving autism diagnostic pathways and developing resources for PCFs on the Health and Social Care white paper.

14.15 Synergy with CYPP

A shared KPI for Contact, KIDS, CDC, and the NNPCF will further promote, compliment, and advocate for the work and influence of both Young People's Participation Groups and support PCFs to work in an open and transparent way with young people's groups to ensure that their voices are also heard by decision-makers.

Increased communication and local agreements, or Memorandums of Understanding if not already in place, sharing good practice and co-produced tools which are having a positive impact locally. Links between FLARE and the NNPCF will be strengthened via joint opportunities to work together.

Learning will be shared and promoted at national events to help highlight joint priorities and areas of work, enhance relationships, and ensure that SEND services are influenced across the board, at all levels.

14.16 Working with IASSN

We will build on our relationship with CDC and SENDIAS services by setting up a basic MOU between local parent carer forums and SENDIASS detailing how each can promote and signpost to the other, meet regularly, and for SENDIASS to share high level data on local enquiries to inform the forum's strategic work with local partners and to identify key knowledge gaps of parent carers.

Contact and the NNPCF work closely to help plan and deliver SENDIAS services (e.g., contributing to the development of SENDIASS minimum standards).

Some forums are already on their local SENDIASS board or SENDIASS workers are on the forum's steering group, an MOU will help this good practice become more consistent. We will also look to encourage opportunities for joint training, and therefore, economies of scale. Improved relationships and joint working will improve local experiences and signposting for families and young people.

Contact's helpline will share quarterly regional data providing valuable hard evidence about the issues families across the country face, with the NNPCF and PCFs to help them assess priorities for national strategic work and regional discussion and inclusion at SEND Regional networks, as well as their local work.

PCFs will continue to direct individual parent carers to Contact's wider helpline, online support, advice, and information.

B – 14.17 Provide development support and training to local authorities to strengthen and grow children and young people’s participation at a local level, as well as support to ensure participation at a strategic national level, including the national young people’s advisory group Experience and expertise

Consortium members CDC and KIDS will work in partnership to provide the expertise required to work with Children and Young People (CYP). Both organisations have worked together to deliver the strategic CYP’s participation programme for DfE since 2016, and as part of the Strategic Participation consortium DfE contract led by Contact since 2018.

Our approach ensures that we play to our strengths - KIDS leading on local strategic participation, and CDC on national and regional participation. Our extensive experience delivering participation at a strategic level provides us with a wealth of evidence highlighting the effectiveness and value of CYP participation.

Our engagement offer has achieved a number of successes, including:

- Through engagement with FLARE and YPPTs, improving DfE understanding of person-centred approaches to EHC plans and individual decision-making at Annual Review
- Increasing DfE’s access to seldom heard voices through our wider engagement model
- Ensuring a range of CYP voices were instrumental in developing the original and updated Ofsted and CQC inspection framework
- Helping senior DfE staff and the Children and Families Minister better understand the impact of the SEND reforms on CYP and their families.

“The children were so impressive with their questions and openness in expressing concerns, and also for making so many positive points and suggestions. You led and nudged everyone to provide confidence, and they all made the most of their time.” – Tracie Meisel, SEND Covid Response and Strategy Unit

EPIC - a group of young people established by CDC to advise DfE on the SEND reform programme - secured amendments to the Children and Families Act 2014 that further embedded the voice of CYP and positive influence on key elements of the reforms such as the Ofsted/CQC inspection framework.

Participation opportunities like this have established a foundation for CYP to build their advisory and rights-based skills, which they can take forward into a career of positive activism and public service. Through delivery of bespoke local area support, and support to develop new young disabled people’s participation groups, KIDS has worked directly with over 410 young people through the Making Participation Work programme alone.

Since 2017, our regional and local delivery has been underpinned by a robust mapping exercise. Led by CDC, we have worked with each local area to identify examples of CYP SEND strategic participation, capturing this information in one place for the first time. Since 2019 this data, which is reviewed annually, also includes details of local area inspections, highlighting CYP participation successes, areas for development and areas issued a Written Statement of Action.

This intelligence helps us identify links between an area’s strategic participation delivery, strategic participation planning, and examples of good practice. We use this data to develop our learning events, conferences, and bespoke local area interventions to raise participation development and delivery standards and ensure that more CYP can participate in decision-making and influencing

service delivery.

This highly effective and widely praised support model provides efficiencies and value of money. 96% of the 427 delegates that attended our 2020/21 national events rated them as good or excellent.

14.18 User-centred and accessible digital solutions

CDC worked with FLARE to develop a simple Top Tips resource to support practitioners deliver engaging, accessible online sessions for CYP with support needs. It has received over 2,305 page views since it was launched in June 2020.

Between February and March 2021, CDC commissioned “Lessons Learnt from Lockdown” - an England-wide consultation of CYP with SEND and co-designed with FLARE. Over 600 CYP, 128 parents, and 110 professionals contributed to the consultation - the largest of its kind, to explore the impact of the pandemic on the lives of CYP with SEND and hearing directly from them to understand what support they need moving forward. We have produced three reports – a full report, a CYP summary and an Easy Read version to enable as many CYP, practitioners, and policy makers as possible to understand CYP’s experiences and to be part of the conversation moving forward.

KIDS commissioned new research to explore the digital disadvantages faced by young disabled people and their families. This will continue to inform the development of our delivery and provide a valuable resource for the organisations we support through Making Participation Work.

In the new contract, we will continue to deliver a hybrid participation approach, giving more CYP an opportunity to develop participation skills at individual, service, and strategic levels.

14.19 Supporting local areas to improve CYP participation

We will continue to map and collect evidence of CYP SEND strategic participation, working collaboratively with the SENDIASS Network and NNPCF. We will focus on identifying local area CYP participation leads, developing relationships with these practitioners to:

- Establish direct communication channels to share the work of the CYP participation programme
- Identify where CYP participation is succeeding locally and where support is needed.

This will enable us to build a robust, solution-focussed support offer that includes linking local areas in similar stages of development for peer-led support and helps us deliver a comprehensive, cost-effective and trackable support package.

In response to lockdown, CDC established monthly coffee mornings for participation practitioners in LAs, CCGs, and schools to develop participation practice. CDC facilitated discussions that supported practitioners to share examples of good practice, work collectively to explore ways to further CYP participation delivery, and identify where strategic participation needed strengthening so that as many CYP with SEND as possible are empowered to share their voices using a range of engagement methods and models.

These sessions proved a popular way for practitioners to develop skills and knowledge of SEND participation policy. We will continue to develop them in the new contract to ensure they pick up on key elements of the SEND Review and respond to new areas of focus as they arise.

14.20 Engaging Children and Young People

To bring about a step change in CYP participation and inspire more young people to get involved in strategic participation, we believe a national young people's conference is a cornerstone requirement.

This year's Youth Voice Matters conferences have been significantly oversubscribed showing the appetite from young people to understand how strategic participation works; how they can influence services and structures and how they can develop their participation and decision-making skills.

Our 5th young people's conference will be planned and delivered in 2022/23 as a valuable opportunity for CYP to respond to the SEND Review and to come together to develop participation skills that will empower them to work with local strategic decision makers to effect meaningful change for themselves, and others.

The pandemic has allowed us to be more creative in how we deliver participation engagement with FLARE, YPPTs, and our wider network of CYP groups. Our online participation offer has seen more CYP participation from individuals unable to take part face to face. This has increased the representative voice of CYP across the SEND sector, and supported the DfE to consider the experiences of more CYP within the SEND system.

We will build on the success of our wider engagement offer, supporting more CYP to engage directly with DfE including, continuing our work in education and youth group settings to strategically engage the most seldom heard CYP to be part of our Covid recovery conversations.

We will work with FLARE and YPPTs to ensure that our co-ordinated response to the SEND Review is CYP-led and focusses on issues that matter most to them and their families.

Using the lived experiences of our advisory group members, we'll build a robust line of questioning to take to our wider engagement network for discussion and evidence gathering. Our commitment to include the voices of CYP through innovative and cost-effective methods includes:

- Using face to face and digital methods to meet the needs of groups and individuals to increase CYP engagement
- Working with our wider engagement networks to ensure the most seldom heard can share their experiences
- Using online tools like surveys to include those who do not want to be part of advisory or focus group work
- Encouraging CYP to engage with our social media content, including our new podcast series
- Supporting FLARE and YPPT members to create blogs and vlogs to share first-hand accounts of the impact of the SEND system
- Delivering another Youth Voice Matters CYP conference, including dedicated space to discuss and respond to proposals outlined in the SEND review.

Our effective use of social media raises awareness of young people's feelings and opinions and stimulates discussion around issues of importance to them. Social media enables young people to have a direct voice that reaches a wide audience and supports both practitioners and CYP to understand strategic participation.

We will continue to co-produce social media campaigns with CYP which:

- Amplifies CYP's voices on identified issues
- Stimulates thought and discussion on these issues amongst professionals
- Showcases best practice
- Encourages professionals to take positive action
- Intersects with ongoing dialogue in the broader context.

14.21 Content to support improvements in CYP participation

Since 2016, CDC and KIDS have delivered a series of support models, including national conferences and regional events, to meet the needs of local areas and regions, responding to the SEND delivery landscape to best meet practitioner needs.

Since spring 2020, our online events have supported record numbers of practitioners to engage in learning and share successes. 427 delegates attended 3 online conferences between April 2020 and July 21 and a further 135 are due to attend our autumn conference.

CDC's delivery models have proved invaluable for raising awareness and understanding of the concept and importance of strategic participation and sharing good practice for operationalising it. This is underpinned by targeted bespoke local area support led by KIDS to develop specific areas of the CYP's participation offer.

KIDS has delivered this support to 55 Local Areas, focusing on the development of SEND participation strategies, reinvigorating existing plans, and other topics like increasing the effectiveness of Local Offers and support in developing new participation groups.

We will engage with at least 10 local areas in each year of the 2022-25 contract.

KIDS will continue to raise awareness among professionals and young people locally, ensuring cost effectiveness by utilising data emerging across the contract – mapping data, feedback from events, bespoke delivery and individual practitioner feedback, as well as sharing knowledge within the consortium – further developing the strategic participation approaches we use.

We will Develop our wider engagement networks to support more CYP participation groups to influence at a strategic level alongside our comprehensive support offer to local areas and regions. This will help us raise awareness and share key information effectively and efficiently - creating a complete communication circle between national and local government and CYP and their families.

Proposed approaches include:

- Liaison with regional leads to identify local authorities and others who would benefit from engagement.
- Through SEND Advisers, pro-active contact with local authorities issued with CQC/Ofsted Written Statements of Action (WSOAs) – suggesting engagement opportunity.
- Promoting engagement opportunities to organisations involved in developing co-production through relevant events such as regional and national conferences.
- Intelligence sharing with our consortium members.

Resources and public communication tools will continue to be hosted by CDC with additional content provided by KIDS.

CDC's website has recently been redeveloped with particular focus on communicating the work we have delivered since 2016 on behalf of DfE. This includes a dedicated space for FLARE to share their work and encourage other CYP get involved in strategic participation opportunities.

Through our conferences, regional learning events and local delivery work, we have a clear steer from practitioners on areas they struggle with most and where resources could most effectively improve participation. As a result, CDC proposes the development of the following resources:

- Finding young people, including those who are seldom heard within the SEND system, and setting up engagement groups
- Working with young people with severe communication needs
- Co-producing minimum standards for CYP participation and implementing effective monitoring and evaluation for measuring it
- Working with younger children.
- Developing participation strategies that can be shared with Local Areas

We will also produce a series of case studies highlighting good regional participation opportunities and how they support participation at a strategic level.

This work will be supported by our participation mapping where we will identify CYP SEND participation leads in each local area, working with them to communicate our resources and offer, and supporting individual participation practitioners to share their good work.

Our mapping work will become more visual for peers. We have created an interactive map of strategic participation delivery on CDC's new website, updating participation colleagues on where participation is being delivered and by whom. This will support practitioners to contact each other directly to share intelligence and resources and to link groups who are working on similar projects, in turn strengthening the voice of CYP in the SEND system.

14.22 Communications to raise awareness in local areas about importance of CYP participation

CDC will continue to host the Making Ourselves Heard forum, a dedicated space for participation practitioners to share good practice, resources and skills. This builds on the community of peer-led participation support CDC and KIDS have created within the sector and is an extension of our coffee morning strand of delivery.

We will strengthen opportunities for CYP engaged with FLARE and the YPPTs to share their voices directly. We will continue to support them to create blogs and vlogs, giving them space to raise awareness of specific areas and impacts of SEND services, and the ambition of CYP to succeed.

FLARE have started a podcast series focussing on issues important to CYP and creating opportunities for CYP to directly discuss ways that CYP can be part of solution building with practitioners, sector leader and the department.

We will continue to use social media platforms to both share CYP's messages across the SEND sector, and influence new practitioners, directing them to our suite of resources and support offer, and to engage directly with additional CYP who want to hear directly from their peers on the issues that matter most to them.

14.23 Innovation and impact of FLARE

CDC and KIDS will continue to deliver a customised advisory offer to the Department around reform implementation. FLARE has identified a number of clear areas where policy or practice prevents equal access to opportunities. We want to invite civil servants responsible for policies such as Employment, Mental Health and Wellbeing, Covid Recovery, and Higher Education - including Supported Internships and Apprenticeships - to engage with FLARE.

Supporting FLARE to advise across government departments will ensure consistent messaging of disability-related issues and contribute to effective disability and equality policy.

Having supported DfE to understand the impact of the SEND reforms since 2016, FLARE is uniquely placed to continue to advise the Department following the SEND Review.

CDC will continue to develop the membership base of the group, using our skills working with younger children to ensure 12–16-year-olds are proportionally represented and that CYP from minority communities have equal opportunity to be FLARE members.

FLARE's regional development will support national policy goals identified by FLARE as priorities for the Department. We will use these priorities in conjunction with the Social Model of Disability, to establish a series of asks and to set up meetings with relevant local or national officials to agree ways forward.

In regions where YPPT groups exist, FLARE members will seek to involve them in their work plan and model sustainable regional links through this process. CDC and KIDS will continue to deploy their joint system of feeding national and regional priorities between FLARE and YPPT groups to ensure a strong network of CYP's voices sharing a variety of experiences and solutions from a range of perspectives.

This year has seen clear and significant success in developing a 'wider engagement' approach through CDC's partnership with 4 existing young people's groups based in schools and youth settings, and KIDS' work to extend their network of youth participation groups to include other regionally established groups.

The focus on developing wider engagement for seldom heard children and young people with SEND e.g., those with behavioural challenges, sensory impairments, and those who are non-verbal, has helped CDC and KIDS increase the representative views and experiences of children and young people, strengthening our strategic engagement with the department and creating a broad base for case studies.

In addition, children and young people tell us that the participation opportunities we provide are invaluable, supporting them to develop skills, confidence and self-esteem. Recent feedback from FLARE members includes:

"I feel more able to talk in a group and know that what I say matters. It's powerful knowing that we are making a difference to other young people's experiences."

"Before FLARE, I would never have imagined delivering training to professionals or co-chairing conferences but... I'm not only happy now to do these things but I'm also more confident in daily life..."

14.24 Summary of what Targeted support might include:

CDC will offer targeted support to LA's to support them to grow & develop Local CYP. Based on previous uptake of this offer, this is likely to include:

- 3 national conferences bringing together key national SEND stakeholders, Local Area SEND leaders, participation practitioners and DfE contract holders to explore SEND strategic participation. Event content will support all stakeholders to understand the SEND landscape and how CYP participation and co-production offers value and quality implementation. Each event will hold a range of workshops to support learning, provide networking and set actions for increasing CYP voice.
- Engagement with local SEND and participation team leaders to further develop co-produced participation strategies. This will include bringing together key local area stakeholders, include CYP and parent carers, to identify gaps in engagement and set next steps of planning and implementation.
- A monthly peer-led 'coffee morning' style event to support local area practitioners to come together and discuss 'knotty issues'. The events will continue to support practitioners to share good practice, engage with new concepts, and offer a support network to each other. Content of the events will be set by practitioners to ensure we are responsive to challenging issues as they arise.
- Co-produce with CYP a suite of resources to support good practice at a national level, ensuring CYP voice is at the heart of good practice development and solution building.

CDC supported Norfolk local area key stakeholders to understand the purpose of a participation strategy and set actions for it's development and implementation. We engaged with Norfolk at the very beginning of their participation strategy journey and supported them to understand the principles of a participation strategy as well as how it should be used to implement and monitor successful participation and co-production. We brought together key stakeholders in Norfolk and explored what the local area aimed to achieve and who would need to be involved for a successful outcome. We returned to Norfolk for a second engagement event to support them to build the framework of their strategy and develop an engagement plan with CYP, local youth groups, schools/colleges and parent carers to ensure the participation strategy is co-produced and CYP and parent carer voices are the golden thread that underpins commissioning and delivery.

14.25 Summary of what might be included in Support to 10 Local Areas. This will be to single Local Authorities, or to CCG.

KIDS will continue to offer bespoke support through Support and Development offers. Based on previous use of this offer, these are likely to include

- Engagement with local SEND team leaders to create workshop style events to enable development of local SEND participation strategies. Engaging key stakeholders to understand drivers and hurdles to such strategies and develop initial plans for their development, ensuring local young people are engaged, with local parent carer forum where this is appropriate.
- Engagement with local SEND team leaders to further enhance the development of local SEND participation strategy. Again, engaging key local stakeholders to reflect upon plans and progress of local strategy, identify next steps and plan actions, ensuring local young people are engaged, with local parent carer forum where this is appropriate.
- Engagement with local SEND team leaders and young people's participation leads to initiate and/or develop young SEND people's participation groups. Supporting the creation of such

groups, providing advice on, and opportunities for, engaging with youth and also disability voice matters for the group.

- Working with young people, SEND staff and associated stakeholders to develop local resources to enhance SEND participation opportunities.

Currently, work is underway with Wakefield Local Authority. Initially KIDS was contacted with an unfocused request for help with the development of a SEND participation strategy. After some discussion it became clear that officers felt they were at very early stages of this journey. The support being offered now falls into two stages. Initially KIDS will work with LA colleagues to develop a local young people's participation group. Following the advice given by KIDS, Wakefield officers are seeking connection with existing young people's participation structures (e.g. youth forum, MYP) to ensure mechanisms in place for the transmission of young people's voice can be engaged with, as well as exploring with SEND infrastructure how a young people's group will integrate, support, and where appropriate amend mechanisms for beneficiary input. In addition to this type of consultation work, KIDS are supporting the officers in the design of, and recruitment to, an initial young people's group to help develop the local work. This includes the potential linking with an existing KIDS group, in Hull, to help role model and support this work. The next stage of this support will explore calling together other key stake holders, budget managers, and decision makers to help plan out the process for a suitably informed SEND participation strategy for the area, growing the participation group appropriately as this work progresses.

14.26 Synergies with Parent Carer Participation

The consortium will continue to explore how to support PCFs and young people's participation groups to work alongside and support each other's work.

KIDS, Contact and the NNPCF will continue to coordinate developments currently underway, highlighting areas to focus resources on. Informed directly by PCFs and young people, we will provide solutions and packages of work to improve local participation through meaningful co-production, including building synergies with parents and carers alongside CYP.

Our offer will respond to specific needs identified in coproduction and may include:

- Mapping existing relationships between PCFs and local young people's participation groups and structures
- Enhancing shared communication between both delivery strands, celebrating positive examples of working with each other e.g. by sharing case studies and including updates in each others newsletters
- Amplifying the equally vital voices of young people and parent carers on all workstreams that YPPGs/FLARE, local PCFs and the NNPCF are part of
- Creating space at national and regional levels for CYP engagement and NNPCF to speak at each other's events respectively
- Enabling each type of group to advocate for inclusion of the other in work where both are not represented.

**C 14.27- Provision of a national helpline and online support service to provide free advice to families of children with SEND, that complements support available locally and training, development and support to local authority SENDIASS.
Ensuring continuity of service from April '22**

As the DfE helpline delivery partner since 2002, Contact's experienced helpline team is in place with no need to recruit any new staff. All staff have been in post for at least 3 years and have completed extensive training. Contact's wide range of resources and online tools are also available for families of children with SEND, so are well placed to ensure service continuity from 1st April 2022.

14.28 Experience and knowledge

With over 40 years' experience, Contact's helpline team understand the unique challenges families with a disabled child face. Our parent advisers provide information, advice and support on any concern parent carers have in their child's journey to adulthood across multiple delivery channels including helpline, email, online and live chat. Most of our enquiries concern education, benefits and money, social care and health. Parent carers tell us they trust and value our services and struggle to find everything they need in one place, anywhere else.

As part of the current IASP contract, Contact has a track record of providing high-quality information and advice to families and have held the Helpline's Partnership Quality Standard for over twelve years.

We consistently meet our contract KPI's and delivery targets, supported by a high-quality monitoring, evaluation and data capture process. For example in 2020/2021 Contact's helpline responded to nearly 9,000 one-to-one enquiries based on a KPI/delivery target 8,500. Over 1 million families accessed our website based on a KPI/delivery target of 800,000 and customer satisfaction rates across our telephone and digital channels averaged over 90%, based on a KPI /delivery target of 80%.

Contact already works closely with consortium members (CDC, Kids and NNPCF) and have established processes in place to share intelligence, information and messaging for families.

We provide monthly information to CDC for the IASS newsletter and social media channels about Contact's resources and services. We also provide out of office messages for IASS services and Parent Carer forums (PCFs) to signpost families to the national information service. We are a leading member of the Disabled Children's Partnership, a coalition of over 90 organisations working towards improved health and social care for disabled children, young people and their families.

We work in partnership with the NNPCF and local PCFs and their 98,700+ members.

Through our new consortium approach we will build on this and our existing relationship with local SENDIASS, seeking out new opportunities to collaborate with consortium partners Kids and CDC in relation to strategic participation of Children and Young people.

We are members of the Special Educational Needs and Disabilities Information Organisations Group (SENDIOG) which includes leading voluntary sector organisations providing advice to families of children and young people with SEND such as National Autistic Society, SENSE and IPSEA.

Helpline advisers receive IPSEA legal training. Training needs are assessed through supervision and appraisal as well as responding flexibly to the changing needs of families of children and

young people with SEND, the requirements of the SEND review and ongoing Covid-19 recovery information and changes.

This year, all team members received training in advanced helpline skills commissioned from Helpline Partnership. They also attended IPSEA's SEN law conference and will attend Legal Action Group conference on community/social care in October.

Regular benefits and welfare updates are provided in-house by our specialist family finance team at weekly meetings and longer targeted sessions.

14.29 1-2-1 IAS and signposting

Our helpline advisors have in-depth knowledge of both local and national organisations that help families of children with SEND. Effective signposting is a key part of our training and induction and a crucial element of our helpline work, which is assessed in the Helpline Quality Standard. The team is skilled at listening to parent carers and uncovering support needs that they haven't originally asked us about but may benefit from. Once a parent contacts us an adviser listens to them and establishes their concerns or issues they are facing. They will then give them information and advice on their rights and entitlements, initially signposting them to information on Contact's website.

If a parent carer's issue is complex our advisers will undertake research before getting back to the parent with the required information or, in some cases, book a telephone call-back appointment with one of our specialist advisers.

When appropriate, advisors will signpost to Contact's workshops or events or, if a parent is struggling emotionally, encourage them to use our Listening Ear telephone service.

Parents needing more expert or specialist support will be signposted to relevant organisations. For example:

- Benefits and finance enquiries: As well as signposting to Citizens Advice for claim form filling for example, the team provides initial advice and information and assesses the need for specialist advice, booking a telephone call back appointment with our specialist family finance team if needed.
- Disability discrimination enquiries, usually relating to school or college: Following initial advice and access to our online resources, we may signpost to the Equality Advisory Support Service (EASS) if a school is refusing to respond to a parent's concerns for example.
- Parents seeking legal representation: We may direct parents to the online legal aid calculator, local law centre and Contact's online legal advice resource.

Key agencies we work with include SENDIASS, Carers Centres, Citizens Advice, Family Fund, Equality Advisory Service (EASS) as well as local government departments and the DWP.

The team has access to a range of resources to support signposting including a subscription to UK Advice Finder. We've developed one of the UK's largest medical condition databases, which includes details of condition specific support and groups.

All our services are free for families and we have access to a telephone interpreting service for those whose first language isn't English.

To ensure we continue to be responsive to the needs of families of children with SEND, we listen to what parents tell us is happening on the ground - through our helpline, social media channels, parent carers forums and families who use our local offices and attend our workshops and family events.

We hold weekly meetings to look at how best to adapt and develop our information and keep up-to-speed with policy and guidance changes and regularly review our information offer and update our FAQ tool and other resources based on the intelligence we gather.

We have processes in place to rapidly mobilise our information offer, messaging and creation of new online resources when needed.

14.30 Increased Synergies with SENDIASS.

We publish bi-monthly reports for regional SENDIASS teams, offering them a snapshot of the current national and regional issues and concerns families have asked Contact's helpline about and providing additional insight into the needs of the families of children and young people with SEND, alongside useful links to relevant Contact information and resources to share with the families and young people they work with.

Contact attends regional SENDIASS managers meetings to share knowledge and contribute regular articles about our services in the IASN monthly newsletter.

Providing intelligence reports, sharing resources and attending SENDIASS and PCF meetings enables families to have wider access to our range of current and high-quality information and resources and creates efficiencies by avoiding any duplication of information and also mitigates the risk of out-of-date information being shared.

We can build on this by regularly participating in SENDIASS staff induction programmes, providing information for SENDIASS new starter packs, attending joint IAS programme training to build awareness, trust and share expertise.

We will use this approach and identify new ways to share intelligence and insights across all consortium members like offering consortium members content for their beneficiaries' newsletters, timely, topical social media posts, blogs, videos and podcasts signposting them to Contact's national information and FAQ's about SEND review outcomes and ongoing Covid recovery issues.

14.31 Proposed metrics for monitoring the effectiveness of the helpline

We will provide statistical call centre performance data from Call Handling telephony platform. All helpline enquiries are entered on Contact's CRM database. We will use this data to provide monthly and quarterly reports on the number of enquiries dealt with, and report on issues and details of these enquiries and breakdown of helpline users.

14.32 Please see metrics paper for list of monthly and quarterly reports and metrics.

We will also provide a narrative of emerging and significant trends as well as number of enquiries dealt with by region.

We will develop our helpline satisfaction survey and provide user data at least twice a year including satisfaction and recommendation scores, as well data on the impact of our information and advice.

Contact will provide the DfE with monthly data on national trends and issues and quarterly data on regional trends and issues.

This collective data will enable the DfE to have a wider parent voice and deeper insight when developing national policies and support for families who care for children and young people with SEND.

14.33 Continuous improvement, user feedback and technology

Contact's delivery and monitoring and evaluation teams regularly use analytics to review our KPI's, online content and the way parents use our information, advice and support services. This includes online tools like our FAQ tool, grant finder and benefits calculator. This helps us to continuously identify areas that may need action and fill gaps in our offer. This might lead to additional promotion of our helpline/online resources, developing a new online tool, additional digital content that responds to parent carer needs and addresses satisfaction levels, and additional analysis to identify reasons behind a difference or trend.

Our call handling platform shows us that there is significant additional demand for our advice and intend to reach more parents of children and young people with SEND parents through our digital channels. Using technology to find innovative ways to reach more families sits at the centre of our helpline offer. This includes developing and launching our live chat service, FAQ online tool, and offering one-to-many advice opportunities through a series of live online Q&A sessions for families, using our expert helpline team.

In 2020/21 families seeking advice and support from our website and other digital means increased by 40% compared to the previous year and means we reached 50,000 more families. During the pandemic we refreshed our website to make it easier for families to navigate and find the information they need. We review website feedback every month alongside satisfaction and recommendation scores, and use analytics to assess our best performing webpages.

We listen to what parents tell us is happening on the ground - through our helpline, social media channels, PCFs and families who use our local offices and attend our workshops and events – and have processes in place to rapidly mobilise our responses, messaging and create new online resources. As a result, we consistently offer timely, accurate and relevant information and support.

Parent carers can tell us what they think of our online advice via on-page pop-up feedback survey and twice a year we carry out detailed customer surveys about our helpline and online services. These surveys provide satisfaction and recommendation data as well as outcomes and user profile data and we analyse the results to identify causes of substantial changes in responses and any actions needed.

Results of the March 2021 survey show that 99% of respondents were satisfied with the telephone helpline, and 97% with our website.

Regular focus groups with parent carers give us insight to ensure our online information and messaging is meeting families' needs. Our digital and helpline teams work closely to identify the concerns parents are contacting us about to make decisions about future webpages and news stories.

Regular analysis and interrogation of our web and social media monthly statistics and newsletter open rates ensures we continuously monitor, evaluate and implement changes to the information we provide on our website. For example:

- To help families find quicker answers to less complex enquiries and improve accessibility for those uncomfortable calling our helpline, we trialled a live chat service - now a permanent addition to our suite of online tools. We plan to develop this by adding a Chatbot option, so families can access support out-of-hours.
- In response to the pandemic we launched a Facebook group for families to share their experiences and concerns and get peer support in a safe space, 24/7. We regularly refer the group's 8,000+ members to our own and others information, support and advice services.
- When families told us they wanted an easier way to find advice on our website, we developed our FAQ tool to help guide them directly to the information they want.

14.34 Accessible online solutions

We are committed to offering a website and other digital tools that are accessible to the widest audience possible, regardless of the technology available to them or their own ability.

Our website is built and its content produced to adhere to Web Content Accessibility Guidelines (WCAG) 2.1 guidelines using best practises. We continually reassess the accessibility and usability of our website to meet industry standards and guidelines.

We ask people to contact us if they experience difficulty in accessing our website and we test new digital tools with families through focus groups and surveys.

We provide our information in a number of different formats e.g podcasts, videos, factsheets, top tip documents, webinars, FAQs, Q&A sessions, case study led stories as well as via our FAQ tool.

14.35 Communications strategy to reach more families

We have a highly engaged audience with whom we regularly communicate with through a range of no/low-cost channels.

In addition to website and helpline users, our social media platforms have a combined total reach of nearly 83,000 followers plus over 8,000 members of our Facebook group - launched during lockdown - which has helped us reach new families.

We will develop a clear and flexible communications strategy that establishes a rolling programme of key messages about our services to share with consortium members, across our different channels, in a variety of formats.

We'll ensure consortium members have links to our website and descriptors of our services on their websites and out of office emails.

We will put in place communications strategies for 'key moments' like the publication of the SEND review, NNPCF annual conference, CYP Our Voice Matters conference and any further Covid recovery announcements or changes, so that all consortium members share clear, consistent messaging that can be adapted for their audiences.

We will encourage consortium members to share videos, podcasts and blogs with us (and vice versa) to help us reach parent carers currently outside our networks.

We will collate and disseminate key information and learnings from consortium members with statutory partners and other stakeholders on a quarterly basis.

Using the intelligence sharing we have in place with SENDIASS (publishing and sharing region-specific information reports every 2 months and attending team meetings to highlight national trends and promote our services) we'll implement processes to replicate this with all consortium members. Monitoring emerging trends and themes will enable us to be even more responsive to families and young people's needs by developing new resources, online tools and improving our existing service so that it matches what families tell us they need.

4 D – 14.36 Training, development and support to local authority SENDIASS

The Council for Disabled Children has provided national support to SEND Information, Advice and Support Services since 1993 through the Information Advice and Support Network (IASSN) and with support through the Information, Advice and Support Programme (IASP) since 2014.

Our vision is that children and young people with special educational needs and/or disabilities and their parents have access to high quality SENDIAS services, which are widely respected as an impartial source of information, advice and support.

The IASP brought welcome resource and focus to IASs and has been nothing less than transformative for many of them and for the children, young people and parents who they work for. The Network is made up of dedicated staff providing training, resources, website and e-forum and national, regional and individual support.

As we move into a different phase it feels important to celebrate this and to move to a new phase of development in which we will address:

- How we support those for whom the provision of a compliant IASS remains a challenge
- How we embed and increase joint commissioning
- How we ensure sustainability and consistency of statutory IAS for children, parents and young people on education, health and social care across England
- How we ensure we align IASS with national health and social care policy and practice alongside education.

14.37 Understanding of training needs

SENDIASS services are unique in the SEND world. Their arm's length nature means they lack the same level of peer-to-peer support within their local area that many other services enjoy. The remit of their work means they need a huge range of skills, knowledge and expertise and intricate knowledge of the statutory frameworks for education, health and social care. This is alongside knowledge of the Code of Practice, particularly section 32, so they understand the statutory responsibilities of LAs/CCGs and the standards expected of a SENDIASS service.

They must also have the skills to communicate effectively with children and young people with SEND, their families, the local parent carer forum, and professionals across the spectrum- from teachers to Tribunal Judges, Social Workers and beyond. They need to understand their local area and local offer and meet a growing demand for intricate, and complex, information, advice and support on matters relating to SEND.

Lastly they need to be able to meet the full range of minimum standards which includes the need to be able to manage social media, a website, an effective advertising policy, data collection, a steering group and more.

This requires a team that stays on top of SEND best practice, policy and legislation and for this to be communicated and disseminated to the SENDIASS services. It requires a team who understands the SEND landscape and how the training, resource and support needed by services over the next three years will be informed by local OFSTED/CQC inspections and the SEND Review.

CDC understand the importance of 'getting it right,' for services, to make sure the training, support and advice we provide is what they need, when they need it, to provide

the best possible information, advice and support for children and young people and parents in their area.

Our surveys of services show high levels of satisfaction: our [last survey](#) showed that 79% of people were satisfied/very satisfied with the training offer, with those who weren't simply wanting more spaces, 90% of people understood and were happy with the level of two-way communication we offered, and 97% accessed information we provide through social media, our website or over the forum at least once a month.

We will continue to keep our communication with services under review and we will strengthen links with PCFs and CYP participation groups to better understand where they see development needs or gaps in provision. We will work with Contact and the NNPCF to re look at working together principles and agreements between local PCFs and SENDIAS.

CDC, through the IAS Network are in a very positive position to be able to meet the training and development needs of SENDIASS services. With strong long term relationships with SENDIASS services and national IAS partners built up over 28 years, we are able to draw on knowledge and expertise from our internal and external colleagues. We have a track record of working with DfE Send Advisers, and of delivering training and support to the complex network of SENDIASS services.

14.38 Training and delivery

The IASSN has strong experience in scoping, commissioning and evaluating quality training that meets the needs of SENDIAS workers. Using data from surveys and anecdotal data from the forums and regional meetings we are able to establish the pressures services are under and the areas they need training on.

To ensure we understand the impact and outcomes of the training we evaluate it immediately and again in 3 months. Recent examples of Face to Face training include internally commissioned training on social care and working with children and young people and externally commissioned training run by Just For Kids Law on School Exclusions and by a Tribunal Specialist on Preparing for and attending Tribunal.

During the pandemic we have seen that online training enjoys some advantages over face to face training such as cost, access and time saving, while services have also missed the richer experience and opportunities for networking of face to face training. Our future training planning and offer will reflect this.

An effective delivery plan for training, development and support for SENDIASSs needs to be able to meet the unique set of pressures and training and support needs that SENDIASSs face. A delivery plan is attached and includes:

- Legal training

3 extensive online levels of legal training and a library of legal resources, including all primary SEND and related legislation, regulations and guidance alongside detailed briefings. This, alongside 9 training days, will be commissioned from IPSEA

- 15 training sessions that meet the needs of services in a range of complex areas

This will be informed by the training survey and will include some flexibility for us to be able to respond to a changing landscape, particularly in light of the SEND Review. We know that topics that services always welcome more training on include, exclusions, Tribunal appeals, health and social care and we will ensure that these are covered both by direct training and in the development of resources. We look forward to continuing our relationship with NHSE and our work with them on developing the understanding and role of SENDIAS in Care Education and Treatment Reviews and keyworking.

- Accessibility and communication support
- Networking and communication opportunities
- Direct support to individual services and their commissioners
- Tools and resources
- Guidance and advice
- Service review and improvement.

14.39 The Minimum Standards

The Minimum Standards for IASSs were finalised in September 2018. The standards were drawn up by Daisy Russell, Policy and Practice manager at CDC, working with a group of IASS managers, the NNPCF, LA reps and the chair of the IASP board, in consultation with the DfE. They are based on the law, the SEND Code and the IASS Quality Standards (which they now supersede). The consultation process received feedback from IAS Services, LA staff, third sector organisations, health services and parents.

The standards have enabled local authorities/CCGs and IAS services to benchmark and monitor the effectiveness of their services by reviewing accessibility and service reach and identifying best practice to support service improvement. CDC have also used them as a tool to evaluate which areas need additional support nationally. We will continue to do this and to use our partners in PCFs and CYP participation to support us nationally and locally to press for improvement.

14.40 Communication

We will continue to communicate with services through the E-Forum, social media, managers meetings, surveys, email, phone and video calls.

By attending eighteen managers meetings a year, we will have the chance to present to, and discuss challenges, successes and needs with, managers from all nine regions and update on policy, practise and the work of the IASSN.

This will be done face to face when possible, and virtually when needed. We will feedback from these meetings directly to the DfE so they are aware of any emergent issues within SENDIASS and local areas as well as to our consortium partners.

The closed E-Forum split into a managers, general and a children and young people's forum, allows service managers and workers to support each other, offer advice and support and post questions. It also enables us to advertise our training to all at the same time, ask for feedback and offer support, information and advice. We also share news and information from DfE, Ofsted and our consortium partners.

Social media allows us to share news, policy updates and information regularly. Surveys, published through the e-forum, are a great way of collating information direct from services on a wide range of topics for services, DfE, or at the request of external or internal partners to understand the national picture of SENDIAS services. These surveys are also the cornerstone of our reporting.

We manage a shared email Inbox across the team for direct support requests. IASSN staff are also available on the e-forum.

We also utilise our [children and young people's website](#) and our main website with its [interactive map](#) which directs people to their local service. Both websites have resources for parents and children and young people, including [short films](#) explaining what SENDIASS do and information about SENDIOG including details of the support all the organisations offer and how to contact them.

14.41 Data

Using a combination of [service level data](#), Ofsted reports, [service user feedback](#) and [intervention levels](#), we can meet the data needs of services and those monitoring our work. This data will be analysed and reported on for services to support self- evaluation and on-going improvement as well as used to constructively challenge local IAS services when necessary.

14.42 Ofsted/ CQC

Ofsted/CQC inspections have provided significant support for both the Minimum Standards and the work of SENDIASSs locally. We look forward to this continuing under the new framework and will continue to offer all SENDIASS services support and resources before inspections and ensure we get feedback from them after. We will use this both to support other services to plan for their inspection and to feed into Ofsted.

It has frequently been the case that, even in areas with a Written Statement of Action, the SENDIASS service has come out very strongly ([Somerset](#)) and that where the service has been criticised, this has been because it lacks resource and the inspection has supported this being addressed. Support will be offered to all local areas where there are concerns with the SENDIASS and we will collaborate with the consortium and other DfE contract partners to ensure a joined up approach where multiple concerns have been highlighted.

14.43 Working directly with children and young people

Since the 2014 reforms, we have concentrated our efforts on supporting the transition of services from providing information, advice and support (IAS) on education and to parents only, to supporting those services to provide IAS on education, health and social care to children, young people and parents.

We have run co-produced training on working directly with children and young people with SEND, and in response to feedback, set up a dedicated children and young people's

forum to share resources, and best practise regarding how to engage with and work directly with children and young people.

This year we have also set up a young person's practice and innovation board- made up of five young people across the country who have previously had support from their local SENDIASS's. The group's role is to provide high level support to services working directly with children and young people with SEND.

14.44 Joint Commissioning

An important element of our recent work has been on joint commissioning of services. We have evidence that joint commissioning increases SENDIASS's core funding, in turn enabling them to better meet the standards set for them. We will ensure that year on year more services are jointly commissioned.

We worked with the first jointly commissioned area (Bath and N E Somerset), to understand their journey and use their experience to work with NHSE to get their support for our work. We also worked with Ofsted, NNPCF, DfE and the LGA to ensure they knew we were able to offer support and advice.

NHSE now include the commissioning of SENDIASS in their data collection and Ofsted/CQC have included joint commissioning of SENDIASS (or its absence) in their reports.

'..... The service is under considerable pressure and is not fulfilling its core functions, including its work with the children and young people themselves. The service is not yet jointly commissioned and is only managing the current workload through additional short-term funding.' (Ofsted/CQC report 2020)

We have used this to raise the profile of the joint commissioning of SENDIASS. We have presented at all regional IASS meetings, IASP workshops, national CDC health and social care events; offered support to all local areas considering jointly commissioning their service; and have a pack of resources, including a guide, exemplar SLAs, presentations and a short film by West Sussex SENDIASS and health commissioner.

This has had a significant impact on those services who have successfully been jointly commissioned. There is more work to do. Over the 3 years of the contract, we will:

- Ensure over half of services are jointly commissioned (by 2023)
- Draw on the significant resources, tools and expertise developed
- Use the time and expertise of the Principal Officer and CDCs health and social care teams
- Work with NHS England to support and develop this work.

14.45 SENDIOG

The Special Educational Needs and Disabilities Information Organisations Group (SENDIOG) is a network of national organisations who provide free and impartial advice to children, young people and their families.

We will continue to host termly meetings attended by representatives from these organisations and from the DfE SEND Adviser team. Membership includes IPSEA, SOSSEN, Contact, NDCS, Challenging Behaviour Foundation and the National Autistic Society.

14.46 Conclusion

CDC has managed the IASS Network since their conception and are in a unique position to understand the wide ranging, complex work of SENDIAS services; to provide tailored forms of support to meet high standards; and to be able to meet their training and development needs. We look forward to maintain and updating all the existing content and support that has been developed in this time.

Our existing strong relationships with consortium partners will enable us to learn and share more intelligence and opportunities for joint working. We look forward to further developing our relationship with the NNPCF, supporting closer working relationships on the ground and representing the views and experiences of children, young people and parents at a national level.

In a changing landscape and amidst the challenges of changing budgets, we will be able to adapt and work creatively using data, the law, communication and training to ensure services continue to strive to meet the growing needs of those who rely on them for high quality, impartial information, advice and support.

14.47 Governance, programme management, security of data and assurance of the programme including administration of grants

Leadership

To successfully deliver the requirements of this tender and administrate a Parent Carer Forum (PCF) grant programme to the highest standard, we have agreed a partnership arrangement and established a Memorandum of Understanding between Contact, KIDS, Council for Disabled Children (CDC), and The National Network of Parent Carer Forums (NNPCF). Our new Consortium partnership draws on our depth and range of experience in delivering the services outlined in the tender specification. Details of our Consortium approach and governance are set out in the attached governance structure document.

The Consortium partnership has a successful track record of developing and delivering programmes of the scale and value advertised through this invitation to tender and have worked extensively together and closely with the Government on the development and implementation of the SEND reforms, and more recently inputting into the SEND Review and revised SEND local area (Ofsted and CQC) inspection framework. For DfE, Contact has led a PCF support and grant management for 13 years successfully managing the grant programme to 152 parent carer forums, delivering a core offer of support to all parent carer forums, and providing targeted support to forums and local authority partners experiencing challenge or difficulty. Since 2014, CDC has led both the successful Independent Support programme, followed by the Information Advice and Support programme which commenced in 2018. CDC has extensive experience of working with children and young people in a strategic context including facilitating and enabling the FLARE group, young people who advised Government on the SEND reforms, and KIDS

have worked extensively with the Government around developing a Young People's Participation Framework, and local children and young people's participation. The National Network of Parent Carer Forums is the national umbrella organisation and conduit for local parent carer forums combined strategic voice working in co-production with Government departments, NHS England and the Department of Health and Social Care. Contact has provided a freephone helpline and extensive online family support provision since 2002 ensuring that families receive up to date, reliable information, and signposting. Collectively, partners have successfully issued, quality assured and managed nearly 300 individual contracts or grants per year. Our leadership and management skills of delivering national programmes for government has been efficient and innovative, exceeding our contractual obligations with DfE.

Together Contact, CDC, KIDS and the NNPCF have unique experience and understanding of the issues that families with children and young people with SEND face, coupled with a proven track record leading national DfE contracts which provide key information, advice, and support, and facilitate the strategic participation of children, young people, and parent carers so that necessary improvements to local, regional, and national provision can be co-produced with their needs at the centre.

Our Consortium partnership recognises the importance of quality assurance, independent evaluation, and the requirement to evidence and demonstrate impact and value for money in delivering programmes and projects of this scale. We also recognise the value of identifying different models for service delivery early on in a programme's life so we can learn or enhance practice, identify value, and support or even refocus the direction of travel taken by the programme at the request of the funder.

As the Economic Operator, Gail Walshe, Director of Participation and Regional Development at Contact will oversee the contract and programme management arrangements, leading on governance from initiation to exiting, including the management of all sub-contracting arrangements with partners - ensuring all elements of the requirements in the tender are adhered to and the interface between SEND contracts are aligned to deliver the best outcomes for the funder. Throughout the contract, we will maintain a clear point of contact for the DfE and offer flexibility to needs and changing circumstances to deliver maximum value for this contract and public money.

E 14.48 Governance and programme management

The Consortium partnership will provide good governance, accountability and leadership and ensure that DfE has a significant input at each stage of delivery. Delivery and progress will be managed and escalated through our staffing infrastructure and governance arrangement, as described in our governance structure attached. Our governance arrangements will consist of monthly internal partnership meetings with each senior lead responsible for delivery of their strand KPIs, budget oversight, and risks. We will use our monthly meetings to review strand progress, manage risks using the project management approach described under Contract Management and seek new collaborative opportunities that will benefit the programme. This will then feed into the DfE requirements for management reporting and scrutiny.

In agreement with DfE, a Termly Stakeholder Programme Board will be established to provide for further challenge and support and help us identify priorities to inform

continuous improvement. Membership for the board to be agreed with the DfE in the first quarter with the first meeting to take place by July 2022.

The Consortium partnership is ready and willing to work with other organisations who are awarded SEND Contracts and will actively contribute and participate at delivery partners' meetings, as described by the DfE in the Strategic Reform Partner tender specification. This will include contributing shared learning, intelligence, data, and impact onto a stakeholder intelligence dashboard that will create a single source of information for the DfE.

The Consortium supports independent evaluation of the programme and proposes to collaborate with DfE analytical colleagues to support the design and specification of an evaluation criterion to assess all programme activities.

Our Consortium partnership's integrated programme management approach for monitoring progress will build on our success managing our current contracts, using PRINCE2 methodology, while within each project delivery strand we will seek to implement continuous improvement through learning and evaluation, rigorous contract management and oversight, and our collaborative and co-productive approach and existing trusting relationships which spark creativity, debate and challenge, and innovation, leading to opportunities to test out new ideas in agreement with the DfE.

E -14.49 Security of data

Each Consortium partner holds a Cyber Essentials Certificate and ISO9001 certification or equivalent. Partners have robust business continuity arrangements and processes including disaster recovery plans and procedures compliant with ISO22301, to ensure that the day-to-day operation of each organisation is not adversely affected if there is an incident.

Consortium partners also hold Cyber Security Accreditation and BSI accreditation through UKAS and comply with ISO/IEC/27001 or equivalent. Policies include annual external, independent check on five technical areas to evidence that they have evidence of Cyber Essentials re-certification or equivalent and comply with ISO/IEC/27001. This includes training for staff on induction, refreshed annually and supplemented by additional requirements for specific projects.

In terms of Data Security, access to data will be confined only to staff who need to know because their access is essential for the delivery of the contract, with all staff involved subject to pre-employment checks equivalent. For any Government data (DfE) the encryption will be certified to FIPS140-2 or certified under an Environmental, Social and Governance (CESG or CESG-endorsed) scheme and the method shall be approved by the Government department (DfE) prior to being used to transfer Data.

At the end of the contract or if ICT fails or becomes obsolete, all ICT holding personal or sensitive data shall be securely cleansed or destroyed using a National Cyber Security Centre (CESG) approved product or method. If this is not possible for legal, regulatory, or technical reasons, Consortium partners shall protect the ICT until such time as it can be securely cleansed or destroyed. Each partner has a policy and procedure for reporting Data breaches involving Personal Data to the Information Commission.

Our individual organisational policies will sufficiently guide safe storage of data and management information and include security controls to protect information from threats coming from the internet. Digital platforms and websites, with cloud interoperability, will be maintained to government standards, including the collection, storage and reporting on data, which is in line with public sector requirements, as monitored by regulators.

E – 14.50 Administration of Grants

Contact has a proven track record of delivering a grant management process that is robust, accountable, and transparent in its operations. Financial accounts are audited annually and subject to Government Internal Audit Agency. The collective experience and expertise of the Consortium partnership in managing multiple grants on behalf of Government and securing national coverage would ensure there is a smooth transition between financial years. Therefore, if successful with our tender, Contact would be able to guarantee a system is in place with an experienced team in post to ensure an online PCF grant application process is accessible to parent carer forums from 1st April 2022, and each subsequent year.

For this contract, Contact will continue its strategic role as ‘grant giver’ and lead on all aspects of grant giving to the required standard at each stage using its established online grant platform Formsite. This will include leading on assessing the relevance, soundness, and feasibility of all applications, conducting due diligence checks on grant applicants, and assessing grant monitoring forms that PCFs must complete detailing how funds have been used to strengthen parent carer participation at local level, and the impact of the grant.

Contact has been able to refine the overall process during 2021-22. This has reduced the process from application received, approval, to grant giving, from an average of 43.5 days to 9.2 days. Contact has enhanced the due diligence process (based on the DfE’s own process but requiring proof of bank account) by reducing the timescale from 5 weeks to 11.6 days. The result being 100% of payments during 2021-22 being administrated to the correct PCF, an improvement on previous years.

To ensure scrutiny and fairness, Contact will routinely hold internal quality assurance meetings to review and check application and monitoring approvals and ensure that all approvals meet the required standards. Contact will continue to submit 10% of forms to the DfE for spot-checking on compliance. Grant application and monitoring forms are also assessed against a risk matrix, with forums scoring above the threshold requiring a second approval. Financial concerns and issues are flagged in a timely manner by the grants team, and full POEs will be requested if concerns are identified regarding the forum’s finances. Full POEs will be routinely requested from all new forums or those where there have been past concerns.

Contact has a fraud prevention policy and detection procedure as part of our own risk management strategy. When identified, incidents of mismanagement will be acted upon swiftly by our grants team but handled supportively, sensitively, and proportionately. Details will be reported to DfE in our regular catch-up meetings and in writing.

To support parent carers with grant management we have a comprehensive ‘Managing your Grant’ guide on the requirements of the grant and how to prepare well for monitoring and reporting. To support parents further, Contact will offer virtual 1:1 support sessions for

all new forum applicants with a member of the grants team. We would also run the annual grant online learning session for all forums to aid their successful completion of the grant forms.

Data from the grant monitoring process will provide DfE with an overview of forum activity and reassurance that grant conditions have been met. Contact will use data to provide statistics on the growth of PCFs locally, regionally, and nationally over the 3 years. Outreach can be tracked, and the sectors of the community that forums reach determined, along with any gaps. As well as reporting data to DfE, Contact will also use it to inform the proposed stakeholder intelligence dashboard that will aim to create a single source of truth for the DfE, a data foundation for all organisations working across SEND Contracts.

Grant monitoring also helps to highlight the involvement of PCFs in local area inspections and assess the impact of this on the forum from a financial perspective, the burden on individuals, and on local relationships, which can be both positive and negative. Each forum describes their overall relationship with education, health and social care colleagues in their area providing a rating based on: no relationship; information; consultation; participation; and co-production and there is the opportunity to comment on areas of work. Data also helps KIDS and CDC to map children and young people's local participation groups and assess if local parent carer forums are working collaboratively with these groups.

F – 14.51 Risk management and reporting

Contact will lead all subcontracting arrangements with each Consortium partner involved in the programme, including clear KPIs in line with the requirements and timetable of this specification. Partner requirements will ensure effective planning and reporting to an agreed framework for the duration of the contract, including monthly status reporting in line with project management processes. The Director of Participation and Regional Development will be accountable for the quality and scrutiny of management information to ensure consistency and continued compliance with actuals/projected targets thus ensuring potential risks are escalated or mitigated before they materialise. Change control procedures, along with dispute resolution and escalation processes in the event of any disagreements within the partnership, have been agreed as part of the signed partnership agreement.

Through the current Strategic Participation contract with DfE, Contact has demonstrated it has robust programme management systems in place to submit accurate and timely quantitative and qualitative management information on behalf of the Consortium partnership to meet DfE requirements. For example monthly and KPI reporting and invoicing delivered on time, monthly data dashboard submission from the full Consortium partnership, fortnightly catch up meetings, monthly light touch contract meetings, quarterly project plan, comprehensive quarterly Consortium reporting and risk register and data on areas in need of additional support or where we forecast that they will require enhanced support in the future ahead of quarterly full contract meetings, and our annual report which is prepared to coincide with the annual conference. We fully comply with GDPR requirements and have in place an agreed privacy notice with the DfE in relation to the grants, and our own data protection policies.

If successful with our tender, programme progress will continue to be reported to DfE monthly in line with project management arrangements, using a mutually agreed dashboard alongside KPIs and deliverables. Financial management, reporting and invoicing will be undertaken to a schedule agreed with the DfE during contract negotiations. Reporting information can be used by the DfE to challenge the partnership on its performance monthly, or more often if required. Our integrated approach will ensure transparency and accountability across each programme strand whilst allowing the Consortium partnership to be efficient, informative and add value.

Management information provided monthly will include:

- High-level KPI dashboard
- Status report on KPI, progress and outcomes report with financials
- Project delivery timetable
- High level risk register with proposed mitigation – see table below
- Grant payment report

14.52 Social value - COVID-19 recovery

Helping local communities to manage and recover from the impact of COVID-19

Method statement

We know disabled children and young people with Special Educational Needs and Disabilities (SEND) and their families have been disproportionately affected by the pandemic. The report by the Disabled Children's Partnership published in March 2020 found that over 90% of children and young people with SEND were socially isolated, with nearly half of parents (49%) reporting that their child or young person had not seen a friend either online, or in person, for long periods of time. The pandemic not only affected children and young people, but their families too. Parents and siblings reported being negatively impacted due to Covid-19. Almost 9 out of 10 parents reported some level of anxiety, 46% had probable depression, and 82% of parents felt the Covid-19 pandemic had also affected their other children.

Our consortium is committed to Covid recovery and Social Value. We will build upon our collective knowledge, skills, and experience and actively re-prioritise and adapt our delivery methods where necessary, with DfE agreement, so that families, children, and young people continue to receive support and access to the timely high-quality services provided through the consortium. Together, we will help to improve outcomes for children and young people with SEND and their families and help them recover from the impact of Covid-19.

Our commitment to Social Value is enshrined in the Disabled Children's Partnership, set up in 2016 and chaired by Amanda Batten, CEO at Contact. The partnership includes all organisations in our consortium and has grown to a coalition of nearly 100 organisations, working together for improved health and social care services for disabled children, especially relevant in helping to tackle the impact of Covid-19.

How we achieve this outlined below, and in the attached project plan- *Q6 I Timed Project Plan*

14.53 Support people and communities to manage and recover from the impacts of COVID-19, including those worst affected or who are shielding.

Throughout the pandemic, we have ensured our communications aligned with government advice and that local intelligence has been fed back to the department quickly to help inform DfE policy in relation to Covid-19 and local challenges. This would continue under a new contract to help communities recover from the impact of Covid-19 including those worst affected, or who are shielding. We will continue to develop and expand our skills training opportunities to improve employment opportunities within local communities (**Support Goal 1 – Q6 I Timed Project Plan.**).

The Information Advice and Support Service Network (IASSN) will continue their vital role supporting local SENDIASS who support parents, children, and young people to access suitable education at home, school, college, or elsewhere. We anticipate a significant increase in support required around transitions for existing, and new placements; the potential for these to go wrong, and for increasing numbers of pupils to be excluded, or otherwise absent from school. IASSN will tailor its delivery offer to ensure those working in front line service roles have access to the best guidance, resources, and legal training to respond to emerging trends and ensure families, children, and young people receive advice based on legal rights and entitlements. (**Support Goal 2 – Q6 I Timed Project Plan.**).

Jointly, KIDS and CDC will continue to strengthen voices of young people to increase co-production, promote positive mental health, and access via the local offer, where these are most needed. This will include further development of the young people's virtual platform offer which has increased access to participation opportunities for children and young people unable to re-engage in face-to-face settings. (**Support Goal 2 – Q6 I Timed Project Plan.**).

14.54 Support organisations and businesses to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver services.

Contact offered flexible support to Parent Carer Forums to meet their changing needs. For example, supporting forums so they can focus on peer networking and reducing isolation; additional online workshops on mental health and resilience, and providing forums with the latest pandemic news. Contact used 2020-21 to gather evidence of the impact of Covid-19 on families to help inform DfE's policy and public response. Flexibility will continue, with a blended approach to training and information sharing. From April 2022, a focus on diversity and outreach will help forums to build their capacity and inclusivity, enhancing their overall sustainability. Online fundraising workshops for forums will help them to access local funding opportunities. (**Support Goals 2 and 3 – Q6 I Timed Project Plan**)

14.55 Support the physical and mental health of people affected by COVID-19, including reducing the demand on health and care services.

Our consortium has successfully disseminated public health information events through creative methods - online events, walk and talk, virtual coffee mornings, online yoga, forest schools, and storytelling activities. This has enabled us to successfully provide urgent advice and information to parent carers of children and young adults with SEND to help increase uptake of the Covid-19 vaccine. Early in the pandemic Contact launched a moderated, safe space, closed Facebook group for parent carers which now has 8,100+ members, and mental health support. KIDS and CDC will build on their new training for staff working with young disabled people as part of the Making Participation Work contract recognising the impact of poor mental health and supporting young people to access local services. IASSN will continue to support local services to use creative ways to support families. For example, increasing engagement work with children and young people

through the expansion of virtual meetings to ensure appropriate flexibility, accessibility, and equality of access. **(Support Goal 4 – Q6 I Timed Project Plan).**

14.56 Improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.

Supporting and representing families, children, and young people is at the heart of what we do. In our current contract with DfE we have demonstrated our ability to quickly adapt our delivery methods to respond to the changing environment, at a time where staff themselves have had to move to a remote, home-based working environment in March 2020. Remote home assessments were carried out and additional equipment including laptops was supplied where needed. The key driver for our consortium is to create workplace conditions that protect our staff and beneficiaries and maximise our ability to support the Covid-19 recovery effort. Office premises have been subject to Covid-19 risk assessments in line with government advice. Some staff are now able to return to the office. Consortium partners support the wellbeing and work-life balance of all employees whilst encouraging staff to consider the needs of others in deciding their work pattern, to the benefit of the whole staff team.

Contact and CDC have introduced a Cycle to Work Scheme for staff to provide a greener alternative to using public transport. Trustee Board meetings also moved online rather than face to face.

KIDS maintain staff awareness of Covid-19 safety and related restrictions through in-house health and safety advice with all staff and volunteers undertaking mandatory training on Covid-19 awareness. CDC set up a Covid recovery group to help shape policies through a diversity and inclusion lens.

When engaging with local areas, our consortium will ensure discussions are had around “Covid-19 Safe” approaches to support planned delivery. This will include co-production of steps to be taken with young people involved in local delivery. Where face to face events and meetings are to take place, our consortium will encourage staff and volunteers to undertake a Lateral Flow Test (LFT) in advance of travel. Masks will be worn when working with vulnerable young people in line with care plans and/or when requested. Where we travel with young people, we will consult with them on the requirements and preferences around public transport. **(Support Goal 5 – Q6 I Timed Project Plan).**

14.57 Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce.

Contact identified employee health and wellbeing as a key priority at the start of the pandemic. We developed an ongoing wellbeing programme of online events and activities for staff, put in place a regular wellbeing newsletter, provide mental health awareness and line manager training for all staff. Contact’s wellbeing programme for staff includes social activities, encouraging regular breaks, physical activities e.g. dance, yoga and mental health training from an external provider. We also now have 10 Mental Health First Aiders within Contact who regularly engage with staff via lunch and learn sessions. This year has further highlighted the need for all to focus on mental health, for those we’re working for and with, and ourselves. IASSN training includes sessions for workers on their own mental health and resilience, ensuring that they are providing training for SENDIASS staff on understanding, recognising, and supporting those for whom mental health is their primary need, or part of their needs. These sessions will help SENDIASS staff better understand and support those with mental health needs who need specialist information, advice, and support, as well as ensuring that SENDIASS staff are better equipped to support and recognise mental health needs in the

families, children, young people, and colleagues they work with, and for. **(Support Goal 6 – Q6 I Timed Project Plan).**

14.58 Demonstrate collaboration with users and communities in the codesign and delivery of the contract to support strong integrated communities.

Contact, as the lead economic operator, is a parent carer led organisation with co-production at its heart. We have over 40 years direct experience of working with parent carers, of providing key information, advice, and support and developing a sound understanding of the issues facing families. Under this contract our offer will support 152 Parent Carer Forums, and during August/September 2021 we ran a survey to ascertain forum support, training, and priority needs for the next 3 years. We ran a focus group to feedback what forums told us, and what we plan to deliver to best meet their needs, which is articulated in our tender proposal. During the contract, we will continue to listen and co-produce our offer and resources with parents. This will ensure we produce useful products and support that meet the needs of parent carers. A key social impact focus is on developing parent carers' confidence levels. We know that being involved in a forum can increase knowledge, self-confidence, and experience of working strategically and collaboratively, which has benefited many parents when seeking employment.

IASSN recognises that involving children and young people in conversations about the support they want to receive can led to a better SENDIASS offer and improved services. As we move into pandemic recovery it is more important than ever to ensure there is space for children and young people with SEND to have the opportunities to strategically co-produce solutions. As the Real Support for Real Futures resource shows, young people provided a wealth of suggestions on what post-pandemic support was needed to achieve their full potential. The young people's advisory group and wider engagement are a unique opportunity for seldom heard voices to be part of decision-making.

To mark a year of life under a pandemic, CDC commissioned a national consultation to ensure children and young people with SEND and their families could share their experiences of life during lockdown and the impact this had on local services that support them. Engaging 600 children and young people, 128 parents, and 110 professionals in the process, the Lessons Learnt from Lockdown report shows how communities have been disproportionately impacted by the pandemic. The findings were shared at a Ministerial Round Table and are enshrined in our delivery plan for this tender opportunity. In terms of Social Value, this national consultation gave children who have previously not been able to participate in strategic decision making, a new or further opportunity to have a voice and share their experience and solutions for building back better. **(Support Goal 7 – Q6 I Timed Project Plan)**

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 9

COMMERCIALLY SENSITIVE INFORMATION

15. Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
1	1.4.2022	Staff Transfer information	Until required for future tender exercises
2	1.4.2022	KPI schedule as it includes financially sensitive information	Beyond the period of any future tenders for the same or similar contracts
3	1.4.2022	Pricing Mechanism – includes financially sensitive information	Beyond the period of any future tenders for the same or similar contracts
4			
5			
6			
7			
8			
9			
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11			
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14			
15			

COMMERCIALLY SENSITIVE INFORMATION
MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 10

NOTIFIED KEY SUB-CONTRACTORS & CONSORTIUM PARTNERS

Notified Key Sub-Contractors & Consortium Partners

16. 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 and consortium members listed in the table below.

16.1 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.

16.2 Key Subcontractor Table 1

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description & Key Role in the delivery of the service	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Type of agreement held (Contract) and effective date	Credit Rating Threshold
Kids	275936 Charity number 7-9 Elliott's Place, London N1 8HX	Support for strategic participation of CYP	8.8%	Sub contract – 1 st April 2022	N/A
NNPCF	Company number 12362344 209 -211 City Road, London, EC1V 1JN	Strategic involvement of parent carers	6%	Sub contract – 1 st April 2022	N/A
CDC	Charity Number 2588825 National Children's Bureau	Support for strategic participation of CYP & support and training for SENDIASS Services	24.8%	Sub contract – 1 st April 2022	N/A

	23 Mentmore Terrace, London E8 3PN				

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 11

THIRD PARTY CONTRACTS

Third Party Contracts

17 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.

17.1 The Supplier shall be entitled to update this Schedule in accordance with Clause 15.5 (*Appointment of Sub-contractors*).

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description
Independent Provider of Special Education Advice (IPSEA) with company No. 2198066, 24-26 Gold Street, Saffron Walden, Essex CB10 1EJ.	Independent Provider of Special Education Advice (IPSEA) with company No. 2198066, 24-26 Gold Street, Saffron Walden, Essex CB10 1EJ.	To provide Information Advice and Support Service staff and their volunteers (customers) access to high quality legal advisor training (Level 1, 2 and 3) via the established online learning management system.
Community Matters Yorkshire Clayton Business Centre, Midland Road, Hunslet, Leeds. LS10 2RJ	Reg Charity No 1177705	Subscription to Advising Communities Advice & Information Service for all Parent carer forums
CNLR Horizons, Trading As CIC. 23 Kensington Square, London, W8 5HN	Ltd company number 2271807	Health assurance and wellbeing support for parent carer forum members to include, access to counselling.

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MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 12

IMPLEMENTATION PLAN

Implementation Plan

INTRODUCTION

18.. This Schedule:

- a) defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and
- b) identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

18.1 OUTLINE IMPLEMENTATION PLAN

- a) The Outline Implementation Plan is set out in 0.
- b) All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 31 (*Authority Cause*)).

18.2 APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

- a) The Supplier shall submit a draft of the Detailed Implementation Plan to the Authority for approval within 20 Working Days of the Effective Date.

The Supplier shall ensure that the draft Detailed Implementation Plan:

- a) incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;
- b) includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:
 - c) the completion of each design document;
 - d) the completion of the build phase;
 - e) the completion of any Testing to be undertaken in accordance with Schedule 0 (*Testing Procedures*); and
 - f) training and roll-out activities;
- g) clearly outlines all the steps required to implement the Milestones to be achieved in the next 15 months, together with a high level plan for the rest of the programme, in conformity with the Authority Requirements;
- h) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and
- i) is produced using a software tool as specified, or agreed by the Authority.
 - a. Prior to the submission of the draft Detailed Implementation Plan to the Authority in accordance with Paragraph a), the Authority shall have the right:

- j) to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
- k) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
- l) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
- m) any other work in progress in relation to the Detailed Implementation Plan; and
- n) to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.
 - a. Following receipt of the draft Detailed Implementation Plan from the Supplier, the Authority shall:
 - o) review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
 - p) 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.
 - a. If the Authority rejects the draft Detailed Implementation Plan:
 - q) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
 - r) 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 a and this Paragraph a 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.
 - a. 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.

18.3 UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

- a. Following the approval of the Detailed Implementation Plan by the Authority:
- b) the Supplier shall submit a revised Detailed Implementation Plan to the Authority every 3 months starting 3 months from the Effective Date;
- c) without prejudice to Paragraph b), 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);

- d) any revised Detailed Implementation Plan shall (subject to Paragraph a) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 0; and
- e) the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Service Management Board (as defined in Schedule 0 (*Governance*)). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Authority not less than 5 Working Days in advance of each meeting of the Service Management Board.
 - a. 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:
- f) 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; and
- g) in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 31 (*Authority Cause*).
 - a. Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Authority.

18.4 GOVERNMENT REVIEWS

- a) 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

18.5 Refer to Appendix I - Outline plan of 'Schedule 4.1 Supplier solution' for the Outline implementation plan submitted as a part of the suppliers bid.

Detailed Implementation Plan Template:

Month	Jan				Feb				March				April				
Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	5
Recruitment (if required)																	
Not -required - we currently have a full team with experienced staff in all roles																	
Supplier contracts renewed																	
Contracts with CiC and Community Matters in place by 1st April																	
Setting up Diversity Training platform ready for April opening																	
Freelance Associate contracts renewed																	
Communication, and promotion of PCF support offer																	
Collaborate with Consortium partners and DfE to announce Contract funding, consortium partnership and key aims of the consortium for the contract period																	
Collaborate with all consortium partners to promote the offer from all consortium partners via all our communications channels including our social media channels, e-newsletter etc. and through partners, local networks, practitioner teams, Parent Carer Forums, DfE, NHSE, LGA																	
NNPCF																	
Put in place contract invoicing process																	
Publicity, news stories and comms re contract to members																	
Equipment, Resource, and IT Planning -																	

Not Required - All IT equipment and processes already in place																	
Data security and GDPR processes																	
Review what data may need to be shared between consortium partners and consider using Information Commissioner's Office guidance. Determine what the lawful basis is for sharing the data																	
Agree monitoring process on deliverables with sub-contracted providers ensuring GDPR agreement is in place																	
Governance and Programme Management																	
Put sub-contracts in place and set monthly supervision and monitoring meetings to ensure consistent delivery of service																	
Project Reporting- diarise monthly reporting submission dates with consortium partners																	
Set up payment schedule																	
Create KPI data dashboard and agree with DfE																	
Diarise monthly consortium KPI review meetings for 1st year and invite all consortium members																	
Diarise quarterly consortium review meetings for 1st year and invite all stakeholders																	
Diarise quarterly contract review meetings with DfE and consortium partners for 1st year and invite all stakeholders																	
Monitoring and evaluation process agreed; training provided to partners																	
Set up reporting schedules and diarise with partners																	
Request Membership to LA meetings, Health Meetings and Boards																	
Set up Stakeholder Programme Board, agree membership with DfE and invite members																	
Prepare comms on core and enhanced support offers for forums to be updated on website.																	
Grant management																	
Renew contract with Formsite																	

Grant application, conditions of grant, monitoring form and guidance docs updated, approved by DfE and available online to PCFs to complete by 1/4/22																	
Review risk matrix, due diligence, fraud, financial check policies, and Managing your Grant that are already in place																	
Invoice DfE for first Grant Payment																	
Update grants page of website with new forms and guidance before 1st April																	
Grants online learning session for PCFs planned and delivered																	
Finance team prepared to pay grants from 1/4/22																	

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 13

CHARGES

Charges and Invoicing

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Certificate of Costs” a certificate of costs signed 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 certificate) and substantially in the format set out in **Error! Reference source not found.**;

“Costs” the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:

0. the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Work Day, of engaging the Supplier Personnel, including:

base salary paid to the Supplier Personnel;

employer’s national insurance contributions;

Employer Pension Contributions;

car allowances;

any other contractual employment benefits;

staff training;

work place accommodation;

work place IT equipment and tools reasonably necessary to perform the Services (but not including items included within limb 0 below); and

reasonable recruitment costs, as agreed with the Authority;

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;

operational costs which are not included within 0 or 0 above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;

Forecast Contingency Costs;

Reimbursable Expenses to the extent these are incurred in delivering any Services where the Charges for those Services are to be calculated on a Fixed Price or Firm Price pricing mechanism;

but excluding:

Overhead;

financing or similar costs;

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;

taxation;

finances and penalties;

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

“The Employer means:
Pension
Contributions”

0. in respect of CSPA Eligible Employees those sums set out at Clauses 7.1.1 (*annual administration charges covering core services*), 7.1.5 (*employer contributions*), 7.1.7 (*the ASLC*) and 7.1.8 (*flat charges applicable to the Partnership Pension Account*) of the Admission Agreement;

in respect of NHSPA Eligible Employees, the standard employer contribution rate applicable to NHS Pension Scheme employers during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the NHS Pension Scheme or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Authority);

in respect of LGPS Eligible Employees the standard employer contribution rate applicable to LGPS Eligible Employees during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS or in respect of any Beckmann Liabilities, unless otherwise agreed in writing by the Authority); and

such other employer pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute 'Employer Pension Contributions';

**“Indexation”
“Index”**

and the adjustment of an amount or sum;

“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 of the definition of “Costs” or the day cost

**“Supporting
Documentation”**

sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;

PART A: CHARGES

19.CHARGES

- 19.1 Except where otherwise expressly stated in the Contract the only payments to be paid by the Authority, for the performance by the Contractor of its obligations under the Contract, shall be the Charges set out in Annex 1: Pricing Mechanism. These shall be inclusive of all costs and expenses incurred by the Contractor in the performance of its obligations.
- 19.2 In consideration for the provision of the Services the Authority shall pay the Charges, in accordance with Annex 1, subject to the receipt of correct invoices pursuant to Part D: Invoicing and Payment Terms, being issued by the Contractor.
- 19.3 Except where otherwise expressly stated in this schedule the Contractor shall not be entitled to increase the Charges or any rates identified in Annex 1 throughout the Term.
- 19.4 The Charges are exclusive of Value Added Tax ("VAT") and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the Contractor incurs in providing the Services, and performing all other obligations of the Contractor, under the Contract (unless expressly stated otherwise in the Contract). The Contractor should notify the DFE of any direct VAT charges for the delivery of the Contract. The Contractor shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.
- 19.5 Payment of the Charges by the DFE shall be without prejudice to any rights the DFE may have by reason of any Services, or any part thereof, failing to comply with any provision of the Contract and any breach by the Contractor of the Contract shall not be deemed to be accepted or waived by the DFE by reason of such payment.

PART B: ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

CHANGES TO CHARGES

19.6 Any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 8.2 (*Change Control Procedure*) and on the basis that the Supplier Profit Margin on such Charges shall:

- i. be no greater than that applying to Charges using the same pricing mechanism as at the Effective Date (as set out in the Contract Inception Report); and
- ii. in no event exceed the Maximum Permitted Profit Margin.

19.7 The Authority may request that any Impact Assessment presents Charges without Indexation for the purposes of comparison.

RISK REGISTER

19.8 The Parties shall review the Risk Register set out in Annex 4 from time to time and as otherwise required for the purposes of Schedule 8 (*Governance*).

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PART C: EXCESSIVE SUPPLIER PROFIT MARGIN

LIMIT ON SUPPLIER PROFIT MARGIN

19.9 The Supplier acknowledges that the Achieved Profit Margin applicable over the Term shall not exceed the Maximum Permitted Profit Margin.

19.10 The Supplier shall include in each Annual Contract Report the Achieved Profit Margin as at the end of the Contract Year to which the Annual Contract Report is made up and the provisions of Paragraph 0 of 0 of Schedule 0 (*Financial Reports and Audit Rights*) shall apply to the approval of the Annual Contract Report.

ADJUSTMENT TO THE CHARGES IN THE EVENT OF EXCESS SUPPLIER PROFIT

19.11 If an Annual Contract Report demonstrates (or it is otherwise determined pursuant to Paragraph 0 of 0 of Schedule 0 (*Financial Reports and Audit Rights*)) that the Achieved Profit Margin as at the end of the Contract Year to which the Annual Contract Report is made up exceeds the Maximum Permitted Profit Margin:

- a) the Supplier shall, within 5 Working Days of delivery to the Authority of the Annual Contract Report, propose such adjustments to the Charges as will ensure that the Achieved Profit Margin both over the Contract Year to which the next Annual Contract Report will relate and over the Term will not exceed the Maximum Permitted Profit Margin;
- b) the Authority (acting reasonably) may agree or reject the proposed adjustments;
- c) if the Authority rejects the proposed adjustments it shall give reasons and the Supplier shall propose revised adjustments within 10 Working Days of receiving those reasons; and
- d) if the Parties cannot agree such revised adjustments and the Authority terminates this Agreement by issuing a Termination Notice to the Supplier pursuant to Clause 33.1(a) (*Termination by the Authority*), then for the purpose of calculating any Compensation Payment due to the Supplier, the Termination Notice shall be deemed to have been served as at the date of receipt by the Authority of the relevant Annual Contract Report.

19.12 Pending agreement of a proposed adjustment to the Charges pursuant to this 0, the Charges then in force shall continue to apply. Once the adjustments to the Charges are agreed in accordance with Paragraph 19.11, the Parties shall document the adjustment in a Change Authorisation Note and the adjusted Charges shall apply with effect from the first day of the Service Period that immediately follows the Service Period in which the Change Authorisation Note is executed or such other date as is specified in the Change Authorisation Note.

PART D: INVOICING AND PAYMENT TERMS

(a) SUPPLIER INVOICES

19.13 The Authority shall accept for processing any electronic invoice that complies with the European Standard, provided that it is valid and undisputed.

19.14 If the Supplier proposes to submit for payment an invoice that does not comply with the European standard the Supplier shall:

- a) comply with the requirements of the Authority's e-invoicing system;
- b) prepare and provide to the Authority for approval of the format a template invoice within 10 Working Days of the Effective Date which shall include, as a minimum the details set out in Paragraph 19.15 together with such other information as the Authority may reasonably require to assess whether the Charges that will be detailed therein are properly payable: and
- c) make such amendments as may be reasonably required by the Authority if the template invoice outlined in (b) is not approved by the Authority.

19.15 The Supplier shall ensure that each invoice is submitted in a PDF format containing the following information:

- a) the date of the invoice;
- b) a unique invoice number;
- c) the Service Period or other period(s) to which the relevant Charge(s) relate;
- d) the correct reference for this Agreement;
- e) the reference number of the purchase order to which it relates (if any);
- f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- g) a description of the Services;
- h) the pricing mechanism used to calculate the Charges (such as Guaranteed Maximum Price with Target Cost, Fixed Price, Time and Materials);
- i) the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Authority under the terms of this Agreement, and, separately, any VAT or other sales tax payable in respect of each of the same;

- j) 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);
 - k) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - l) 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
 - m) where the Services have been structured into separate Service lines, the information at this paragraph 19.15 shall be broken down in each invoice per Service line.
- 19.16 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
- 19.17 The Supplier shall submit all invoices and Supporting Documentation in PDF format through to the Accounts Payable Team: accountspayable.OCR@education.gov.uk, copying fern.oxley-browning@education.gov.uk, Nomann.IQBAL@education.gov.uk and Colin.BLAKE@education.gov.uk until advised otherwise) 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.
- 19.18 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 19.19 The Authority shall regard an invoice as valid only if it complies with the provisions of this. Where any invoice does not conform to the Authority's requirements set out in this 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.
- 19.20 If the Authority fails to consider and verify an invoice in accordance with paragraphs 19.19, the invoice shall be regarded as valid and undisputed Payment in 30 days] after a reasonable time has passed.
- 19.21 If the Supplier has any queries relating to specific invoices (or payments) and/or would like a copy of their Remittance Advice, they should email the Accounts Payable team (accountspayable.BC@education.gov.uk)

PAYMENT TERMS

19.22 Subject to the relevant provisions of this Schedule, the Authority shall make payment to the Supplier within thirty (10) days of verifying that the invoice is valid and undisputed.

19.23 Unless the Parties agree within 10 days, 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

19.242022-23 KPI'S WITH DELIVERABLES

Consortium Partner	Ref	Outcome	Output	Performance measure
Contact (PP)	KPI 1 a	Effective, sustainable PCFS in each local area.	4000+ hours support; 1 New forum pack. Promote Ofsted/CQC inspections. 1 Joint Conference with NNPCF	90% of forums happy with support 80% of forums find new forum pack useful.
	KPI 1 b	Collaborative support provided to areas exp. challenges. FCFs have access to info and training to increase confidence, resilience and knowledge	8 learning sessions. 3 training programmes. Website/ resources updated.	90% of training / webinar attendees rate it good or excellent
	KPI 2	Forum membership is more representative of those with a range of protected characteristics	2 members of active forums attend diversity training. Learning and support to use diversity toolkit and template EDI policy.	Demographics, numbers, and trends/regional breakdown. Membership 90,000+.
	KPI 3 a	National event for PCFs keynote speakers, input into national agenda, network, learn.	1 x joint annual event for all PCFs co-produced	80%+ attendees find useful.
NNPCF	KPI 3 b	National event for PCFs keynote speakers, input into national agenda, network, learn.	1 x joint annual event for all PCFs co-produced	80%+ attendees find useful.
NNPCF	KPI 4	Parent carers supported to participate at strategic national level and co-produce policies with government.	500 days support to govt annually. Termly NNPCF SG meetings attended by Strategic partners .SG, MT and NR activity. SG leadership of priorities. Updates to members and DfE.	500+ delivery days. All reporting requirements met. Inc. membership figure.
Contact (PP)	KPI 5	All forums have easy access to grant application information online. Grants are paid on time and monitoring and due diligence carried out in line with grant agreement.	Grant forms and guidance updated and ready from 1/4/22. Grants learning session. Grants 1:1's for new PCFs. New forums due diligence complete. Reporting of serious issues to DfE.	100% correct grant claims paid <30 days. 100% u/spend reported/ repaid to DfE in timescale. >20% monitoring POE checked.
Contact (Helpline)	KPI 6	Families of children and young people with SEND have a access to a national helpline service	Free national telephone, email, and social media helpline service for families of children and young people with SEND. Signpost resources and intelligence to regional SENDIASS/PCF.	Respond to at least 8,500 enquiries from families of children and young people with SEND.
	KPI 7	Families of children and young people with SEND have access to appropriate information and signposting via online channels.	Provision of information and advice through digital channels, website, social media and online tools. Service information reviewed and updated.	Provide IAS to 1,000,000 unique users via digital channels.

	KPI 8	Families of children and young people with SEND have access to a 1:1 service for more complex enquiries.	Provision of follow ups for in-depth advice on complex enquiries.	200 enquirers receive follow up IAS offering more in-depth advice.
	KPI 9	To ensure a high level of customer satisfaction rates across telephone and digital channels.	Create, promote and disseminate a biannual survey to quality assure telephone enquiries and digital channels. Collate / review feedback to develop and inform service improvements.	Customer Satisfaction scores indicate a minimum of 80% customer satisfaction with the service they received.
CDC	KPI 10 a	Maintain FLARE and 3x KIDS Young People's Participation Teams. Develop and engage our networks of external participation groups to ensure strategic voice is representative and shared with DfE	Each CYP group to meet at least 6 times a year with wider CYP engagement sort to broaden representative views. 1 national CYP conference to support skills building.	75% member attend each meeting. 50 unique additional voices engaged. Work on 6 DfE topics and 2 external topics. 80 CYP attend conference. 75% of all CYP engagement rated as good/excellent.
KIDS	KPI 10 b	Maintain FLARE and 3x KIDS Young People's Participation Teams. Develop and engage our networks of external participation groups to ensure strategic voice is representative and shared with DfE	Each CYP group to meet at least 6 times a year with wider CYP engagement sort to broaden representative views. 1 national CYP conference to support skills building.	75% member attend each meeting. 50 unique additional voices engaged. Work on 6 DfE topics and 2 external topics. 80 CYP attend conference. 75% of all CYP engagement rated as good/excellent.
CDC	KPI 11 a	To ensure a menu of support is available to local areas to develop mechanisms and strategies for C&YP people's participation. A focus on supporting LAs with WSOA. A national stakeholder group, including representation from education, health and social care convenes to develop strategic participation across the DfE contracts.	Targeted support for at least 10 LAs. Training events available to all 9 regions. Co-produced resources to support good practice. A range of comms channels to disseminate awareness. Peer led support via coffee mornings and forum. Mapping and scoping of strategic participation activity	* 70% LAs satisfied with level of support offered * 50% of all LAs access training events * At least 10 CYP outputs promoted via our Comms channels, including blogs and podcasts. * MPW update shared termly * 25 attendees on average to coffee mornings each month
KIDS	KPI 11 b	To ensure a menu of support is available to local areas to develop mechanisms and strategies for C&YP people's participation. A focus on supporting LAs with WSOA. A national stakeholder group, including representation from education, health and social care convenes to develop strategic participation across the DfE contracts.	Targeted support for at least 10 LAs. Training events available to all 9 regions. Co-produced resources to support good practice. A range of comms channels to disseminate awareness. Peer led support via coffee mornings and forum. Mapping and scoping of strategic participation activity	* 70% LAs satisfied with level of support offered * 50% of all LAs access training events * At least 10 CYP outputs promoted via our Comms channels, including blogs and podcasts. * MPW update shared termly * 25 attendees on average to coffee mornings each month
CDC (SENDIAS)	KPI 12	Expertly trained SENDIAS staff able to provide quality, legally based advice for C&YP with SEND, their families and professionals.	Online and 9 f2f IPSEA training 15 Face to Face 'other' training days. Development of online training and resources	Evaluations and surveys throughout 90% report useful/v useful. Annual service user feedback shows over 80% user satisfaction.
	KPI 13	Increase in stable, secure and innovative services that can deliver on their statutory duties.	IASSN website, online E-Forum and reporting mechanisms, attendance at 18 regional meetings	Evidence from Ofsted/CQC, service user feedback and increase in jointly commissioned services.

19.25 KPI SCHEDULE 2022-23

Consortium Partner	Ref	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total (ex. VAT)	VAT *	Grand Total
Contact (PP)	KPI 1 a															
	KPI 1 b															
	KPI 2															
	KPI 3 a															
NNPCF	KPI 3 b															
NNPCF	KPI 4															
Contact (PP)	KPI 5															
Contact (Helpline)	KPI 6															
	KPI 7															
	KPI 8															
	KPI 9															
CDC	KPI 10 a															
KIDS	KPI 10 b															
CDC	KPI 11 a															
KIDS	KPI 11 b															
CDC (SENDIAS)	KPI 12															
	KPI 13															
Contact	Management Fee															

Consortium Partner	Totals	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total				
Contact	Sub Total														Contact			
	VAT														Sub Total	VAT	Total	
	Total																	
NNPCF	Sub Total														NNPCF			
	VAT														Sub Total	VAT	Total	
	Total																	
CDC	Sub Total														CDC			
	VAT														Sub Total	VAT	Total	
	Total																	
KIDS	Sub Total														KIDS			
	VAT														Sub Total	VAT	Total	
	Total																	
Consortium Total	Sub Total														Consortium Total			
	VAT														Sub Total	VAT	Total	
	Total														£2,578,409.93	£515,681.99	£3,094,091.92	

19.26 2023-24 KPI'S WITH DELIVERABLES

Consortium Partner	Ref	Outcome	Output	Performance measure
Contact (PP)	KPI 1 a	Effective, sustainable PCFS in each local area.	4150+ hours support; 1 New forum pack. Promote Ofsted/CQC inspections. 1 Joint Conference with NNPCF	90% of forums happy with support 80% of forums find new forum pack useful.

	KPI 1 b	Collaborative support provided to areas exp. challenges. FCFs have access to info and training to increase confidence, resilience and knowledge	9 learning sessions. 3 training programmes. Website/ resources updated. Toolkit review.	90% of training / webinar attendees rate it good or excellent
	KPI 2	Forum membership is more representative of those with a range of protected characteristics	2 members of active forums attend diversity training. Learning and support to use diversity toolkit and template EDI policy.	Demographics, numbers, and trends/regional breakdown. Membership 90,000+.
	KPI 3 a	National event for PCFs keynote speakers, input into national agenda, network, learn.	1 x joint annual event for all PCFs co-produced	80%+ attendees find useful.
NNPCF	KPI 3 b	National event for PCFs keynote speakers, input into national agenda, network, learn.	1 x joint annual event for all PCFs co-produced	80%+ attendees find useful.
NNPCF	KPI 4	Parent carers supported to participate at strategic national level and co-produce policies with government.	500 days support to govt annually. Termly NNPCF SG meetings attended by Strategic partners .SG, MT and NR activity. SG leadership of priorities. Updates to members and DfE.	550+ delivery days. All reporting requirements met. Inc. membership figure.
Contact (PP)	KPI 5	All forums have easy access to grant application information online. Grants are paid on time and monitoring and due diligence carried out in line with grant agreement.	Grant forms and guidance updated and ready from 1/4/23. Grants learning session. Grants 1:1's for new PCFs. New forums due diligence complete. Reporting of serious issues to DfE.	100% correct grant claims paid <30 days. 100% u/spend reported/ repaid to DfE in timescale. >20% monitoring POE checked.
Contact (Helpline)	KPI 6	Families of children and young people with SEND have a access to a national helpline service	Free national telephone, email, and social media helpline service for families of children and young people with SEND. Signpost resources and intelligence to regional SENDIASS/PCF.	Respond to at least 8,750 enquiries from families of children and young people with SEND.
	KPI 7	Families of children and young people with SEND have access to appropriate information and signposting via online channels.	Provision of information and advice through digital channels, website, social media and online tools. Service information reviewed and updated.	Provide IAS to 1,200,000 unique users via digital channels.
	KPI 8	Families of children and young people with SEND have access to a 1:1 service for more complex enquiries.	Provision of follow ups for in-depth advice on complex enquiries.	250 enquirers receive follow up IAS offering more in-depth advice.
	KPI 9	To ensure a high level of customer satisfaction rates across telephone and digital channels.	Create, promote and disseminate a biannual survey to quality assure telephone enquiries and digital channels. Collate / review feedback to develop and inform service improvements.	Customer Satisfaction scores indicate a minimum of 80% customer satisfaction with the service they received.
CDC	KPI 10 a	Maintain FLARE and 3x KIDS Young People's Participation Teams. Develop and engage our	Each CYP group to meet at least 6 times a year with wider CYP engagement sort to broaden	75% member attend each meeting. 60 unique additional voices engaged. Work on 8 DfE topics and

		networks of external participation groups to ensure strategic voice is representative and shared with DfE	representative views. 1 national CYP conference to support skills building.	3 external topics. 90 CYP attend conference. 80% of all CYP engagement rated as good/excellent.
KIDS	KPI 10 b	Maintain FLARE and 3x KIDS Young People's Participation Teams. Develop and engage our networks of external participation groups to ensure strategic voice is representative and shared with DfE	Each CYP group to meet at least 6 times a year with wider CYP engagement sort to broaden representative views. 1 national CYP conference to support skills building.	75% member attend each meeting. 60 unique additional voices engaged. Work on 8 DfE topics and 3 external topics. 90 CYP attend conference. 80% of all CYP engagement rated as good/excellent.
CDC	KPI 11 a	To ensure a menu of support is available to local areas to develop mechanisms and strategies for C&YP people's participation. A focus on supporting LAs with WSOA. A national stakeholder group, including representation from education, health and social care convenes to develop strategic participation across the DfE contracts.	Targeted support for at least 10 LAs. Training events available to all 9 regions. Co-produced resources to support good practice. A range of comms channels to disseminate awareness. Peer led support via coffee mornings and forum. Mapping and scoping of strategic participation activity	* 75% LAs satisfied with level of support offered * 55% of all LAs access training events * At least 10 CYP outputs promoted via our Comms channels, including blogs and podcasts. * MPW update shared termly * 25 attendees on average to coffee mornings each month
KIDS	KPI 11 b	To ensure a menu of support is available to local areas to develop mechanisms and strategies for C&YP people's participation. A focus on supporting LAs with WSOA. A national stakeholder group, including representation from education, health and social care convenes to develop strategic participation across the DfE contracts.	Targeted support for at least 10 LAs. Training events available to all 9 regions. Co-produced resources to support good practice. A range of comms channels to disseminate awareness. Peer led support via coffee mornings and forum. Mapping and scoping of strategic participation activity	* 75% LAs satisfied with level of support offered * 55% of all LAs access training events * At least 10 CYP outputs promoted via our Comms channels, including blogs and podcasts. * MPW update shared termly * 25 attendees on average to coffee mornings each month
CDC (SENDIAS)	KPI 12	Expertly trained SENDIAS staff able to provide quality, legally based advice for C&YP with SEND, their families and professionals.	Online and 9 f2f IPSEA training 15 Face to Face 'other' training days. Development of online training and resources	Evaluations and surveys throughout 90% report useful/v useful. Annual service user feedback shows over 80% user satisfaction.
	KPI 13	Increase in stable, secure and innovative services that can deliver on their statutory duties.	IASSN website, online E-Forum and reporting mechanisms, attendance at 20 regional meetings	Evidence from Ofsted/CQC, service user feedback and increase in jointly commissioned services.

19.27 KPI SCHEDULE 2023-24

Consortium Partner	Ref	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total (ex. VAT)	VAT *	Grand Total
Contact (PP)	KPI 1 a															
	KPI 1 b															
	KPI 2															

	KPI 3 a																
NNPCF	KPI 3 b																
NNPCF	KPI 4																
Contact (PP)	KPI 5																
Contact (Helpline)	KPI 6																
	KPI 7																
	KPI 8																
	KPI 9																
CDC	KPI 10 a																
KIDS	KPI 10 b																
CDC	KPI 11 a																
KIDS	KPI 11 b																
CDC (SENDIAS)	KPI 12																
	KPI 13																
Contact	Management Fee																
Consortium Partner	Totals	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total			
Contact	Sub Total														Contact		
	VAT														Sub Total	VAT	Total
	Total																
NNPCF	Sub Total														NNPCF		
	VAT														Sub Total	VAT	Total

	Total																
CDC	Sub Total															CDC	
	VAT															Sub Total	VAT
	Total																Total
KIDS	Sub Total															KIDS	
	VAT															Sub Total	VAT
	Total																Total
Consortium Total	Sub Total															Consortium	
	VAT															Sub Total	VAT
	Total															£2,582,392.80	£516,478.56
																	£3,098,871.36

19.28 2024-25 KPI'S WITH DELIVERABLES

Consortium Partner	Ref	Outcome	Output	Performance measure
Contact (PP)	KPI 1 a	Effective, sustainable PCFS in each local area.	4300+ hours support; 1 New forum pack. Promote Ofsted/CQC inspections. 1 Joint Conference with NNPCF	90% of forums happy with support 80% of forums find new forum pack useful.
	KPI 1 b	Collaborative support provided to areas exp. challenges. FCFs have access to info and training to increase confidence, resilience and knowledge	9 learning sessions. 3 training programmes. Website/ resources updated. Toolkit review.	90% of training / webinar attendees rate it good or excellent

	KPI 2	Forum membership is more representative of those with a range of protected characteristics	2 members of active forums attend diversity training. Learning and support to use diversity toolkit and template EDI policy.	Demographics, numbers, and trends/regional breakdown. Membership 90,000+.
	KPI 3 a	National event for PCFs keynote speakers, input into national agenda, network, learn.	1 x joint annual event for all PCFs co-produced	80%+ attendees find useful.
NNPCF	KPI 3 b	National event for PCFs keynote speakers, input into national agenda, network, learn.	1 x joint annual event for all PCFs co-produced	80%+ attendees find useful.
NNPCF	KPI 4	Parent carers supported to participate at strategic national level and co-produce policies with government.	500 days support to govt annually. Termly NNPCF SG meetings attended by Strategic partners .SG, MT and NR activity. SG leadership of priorities. Updates to members and DfE.	600+ delivery days. All reporting requirements met. Inc. membership figure.
Contact (PP)	KPI 5	All forums have easy access to grant application information online. Grants are paid on time and monitoring and due diligence carried out in line with grant agreement.	Grant forms and guidance updated and ready from 1/4/23. Grants learning session. Grants 1:1's for new PCFs. New forums due diligence complete. Reporting of serious issues to DfE.	100% correct grant claims paid <30 days. 100% u/spend reported/ repaid to DfE in timescale. >20% monitoring POE checked.
Contact (Helpline)	KPI 6	Families of children and young people with SEND have a access to a national helpline service	Free national telephone, email, and social media helpline service for families of children and young people with SEND. Signpost resources and intelligence to regional SENDIASS/PCF.	Respond to at least 9,000 enquiries from families of children and young people with SEND.
	KPI 7	Families of children and young people with SEND have access to appropriate information and signposting via online channels.	Provision of information and advice through digital channels, website, social media and online tools. Service information reviewed and updated.	Provide IAS to 1,300,000 unique users via digital channels.
	KPI 8	Families of children and young people with SEND have access to a 1:1 service for more complex enquiries.	Provision of follow ups for in-depth advice on complex enquiries.	250 enquirers receive follow up IAS offering more in-depth advice.
	KPI 9	To ensure a high level of customer satisfaction rates across telephone and digital channels.	Create, promote and disseminate a biannual survey to quality assure telephone enquiries and digital channels. Collate / review feedback to develop and inform service improvements.	Customer Satisfaction scores indicate a minimum of 80% customer satisfaction with the service they received.
CDC	KPI 10 a	Maintain FLARE and 3x KIDS Young People's Participation Teams. Develop and engage our networks of external participation groups to ensure strategic voice is representative and shared with DfE	Each CYP group to meet at least 6 times a year with wider CYP engagement sort to broaden representative views. 1 national CYP conference to support skills building.	75% member attend each meeting. 70 unique additional voices engaged. Work on 8 DfE topics and 5 external topics. 100 CYP attend conference. 85% of all CYP engagement rated as good/excellent.

KIDS	KPI 10 b	Maintain FLARE and 3x KIDS Young People's Participation Teams. Develop and engage our networks of external participation groups to ensure strategic voice is representative and shared with DfE	Each CYP group to meet at least 6 times a year with wider CYP engagement sort to broaden representative views. 1 national CYP conference to support skills building.	75% member attend each meeting. 70 unique additional voices engaged. Work on 8 DfE topics and 5 external topics. 100 CYP attend conference. 85% of all CYP engagement rated as good/excellent.
CDC	KPI 11 a	To ensure a menu of support is available to local areas to develop mechanisms and strategies for C&YP people's participation. A focus on supporting LAs with WSOA. A national stakeholder group, including representation from education, health and social care convenes to develop strategic participation across the DfE contracts.	Targeted support for at least 10 LAs. Training events available to all 9 regions. Co-produced resources to support good practice. A range of comms channels to disseminate awareness. Peer led support via coffee mornings and forum. Mapping and scoping of strategic participation activity	* 80% LAs satisfied with level of support offered * 60% of all LAs access training events * At least 10 CYP outputs promoted via our Comms channels, including blogs and podcasts. * MPW update shared termly * 25 attendees on average to coffee mornings each month
KIDS	KPI 11 b	To ensure a menu of support is available to local areas to develop mechanisms and strategies for C&YP people's participation. A focus on supporting LAs with WSOA. A national stakeholder group, including representation from education, health and social care convenes to develop strategic participation across the DfE contracts.	Targeted support for at least 10 LAs. Training events available to all 9 regions. Co-produced resources to support good practice. A range of comms channels to disseminate awareness. Peer led support via coffee mornings and forum. Mapping and scoping of strategic participation activity	* 80% LAs satisfied with level of support offered * 60% of all LAs access training events * At least 10 CYP outputs promoted via our Comms channels, including blogs and podcasts. * MPW update shared termly * 25 attendees on average to coffee mornings each month
CDC (SENDIAS)	KPI 12	Expertly trained SENDIAS staff able to provide quality, legally based advice for C&YP with SEND, their families and professionals.	Online and 9 f2f IPSEA training 15 Face to Face 'other' training days. Development of online training and resources	Evaluations and surveys throughout 90% report useful/v useful. Annual service user feedback shows over 80% user satisfaction.
	KPI 13	Increase in stable, secure and innovative services that can deliver on their statutory duties.	IASSN website, online E-Forum and reporting mechanisms, attendance at 22 regional meetings	Evidence from Ofsted/CQC, service user feedback and increase in jointly commissioned services.

19.29 KPI SCHEDULE 2024-25

Consortium Partner	Ref	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total (ex. VAT)	VAT *	Grand Total	
Contact (PP)																	

NNPCF																	
NNPCF																	
Contact (PP)																	
Contact (Helpline)																	
CDC																	
KIDS																	
CDC																	
KIDS																	
CDC (SENDIAS)																	
Contact																	
Consortium Partner	Totals	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total			
Contact	Sub Total														Contact		
	VAT														Sub Total	VAT	Total
	Total																
NNPCF	Sub Total														NNPCF		
	VAT														Sub Total	VAT	Total

	Total																
CDC	Sub Total															CDC	
	VAT															Sub Total	VAT
	Total																Total
KIDS	Sub Total															KIDS	
	VAT															Sub Total	VAT
	Total																Total
Consortium Total	Sub Total															Consortium	
	VAT															Sub Total	VAT
	Total															£2,582,051.3	£516,410.2
																1	6

ANNEX 2: RISK REGISTER

Impact	Very High 5	A	A/R	R	R	B
	High 4	A	A	A/R	R	R
	Moderate 3	A/G	A	A	A/R	A/R
	Low 2	G	A/G	A/G	A	A
	Very Low 1	G	G	G	G	G
		1 Rare	2 Unlikely	3 Possible	4 Likely	5 Very Likely
		Likelihood				

(See risk guidance tab)					
Risk Owner	Risk Description	Current Risk Score			Mitigations/ Actions
	statement describing the risk event, cause, and impact	Likelihood	Impact	RAG Status	The actions and activities planned to take place that will when implemented or completed reduce, eliminate, or minimise the risk
All	Staff leaving. Impact ability to deliver KPIs	3	3	A	Focus on wellbeing, team building/ personal development. Plan in place for recruitment and use of flexible workforce
All	General Data Protection Regulations (GDPR) breached	1	2	G	GDPR policy and procedure in place. For all organisations Staff organisational IT user & acceptance policies. DBS checks in place
All	Risk of criticism of service causing reputational risk or damage.	1	3	AG	Use of organisations complaint procedure. We will be open, transparent, answer criticism promptly and promote our complaints policies
All	Continued disruption / staff absence due to Covid 19/ serious illness impacting on ability to deliver KPIs	3	3	A	Develop resilience across whole consortium as well as individual teams. travel minimised; virtual working implemented and risk assessments in place

CDB	Fraud within grant programme due to financial mismanagement. Reputational damage for Contact, DfE and NNPCF	3	3	A	Grant accessed in two tranches. Fraud recognition, resources, and due diligence processes. Forum risk score. Tiered sign offs. Follow all fraud process and due diligence set out in attached plan
BB	Grant monies not being fully utilised. Contact may not meet KPI	3	3	A	Early access to second tranche and PG process to minimise impact.
HR	Delayed consortium payment from funder. Non-payments of staff, creditors & grants	3	5	R	Invoices submitted promptly and without any errors.
CD/BB	LA refusal to sign grant MOU. Forums will not be able to access the DfE grant.	2	4	A	Promote message re forums being independent and vital to decision-making. Offer enhanced support. Work with delivery partners and consortium to offer a consistent and collaborative approach to areas with challenges.
CD/KH/SL	Forums not being representative or inclusive leading to reputational damage of PCFs or NNPCF	3	3	A	Diversity toolkit national rollout, virtual learning, and further development. Template EDI policy for PCFs and support to understand and implement. Support to action plan. Encourage local partners to help forums to reach out.
CD/SL/KH	Forum member burnout due to forum work on top of challenging lives. Forums may fold, Parental voice is lost.	3	4	AR	CiC places for 8 members of each forum; DARE resilience workshops; parent rep training; enhanced support; forum handbook update; identification of supportive local organisations.
CD/BB	Conditions of grant being too complex, Forums not understanding their obligations. Do not adhere to the conditions, risk their grant	3	4	AR	Work with PCFs and DfE Commercial team to simplify the CoG and reach a plain English version that reduces risk.
Co-chairs	Capacity issues/burnout due to increased work impacting on ability to influence national government policy, regional development, and growth.	3	3	A	Development of National Representatives through Participation lead. Succession planning for steering group members. Cap on SG terms of office.
Co-chairs	Multiple Steering Group member or management team ending terms of office impacting on delivery	3	3	A	Robust succession planning and staggering of roles. Process to ensure there is always representation within each region. Roles ready to recruit into and automated processes.

PC/AH	Failure to recruit or retain sufficient young people in the regions	4	2	A	Strong plan for new recruitment. Regular reviews of young people's experiences of support. Action plan to support YPPT and external groups to retain members. Keep virtual meetings so that YP can network and reduce isolation.
JC	Young people 'aging out' of the national group, unable to recruit sufficient YP of the right age impacting on voice of YP.	4	2	A	Support members to work with the group for as long as possible. Succession planning in place with recruitment and training times built in to allow us to field a fully functioning and effective group.
JC	Communication/engagement challenges with Regional Leads delays in delivery of events and support.	4	2	A	Regions/regional leads who don't respond to opportunities will be targeted first to ensure that they have sufficient capacity to respond.
JC/ PC	Low interest or take up for regional events, regional support, or local area delivery	4	2	A	Work closely with project board, regional pilots and partner networks to publicise and sustain interest. Monitoring of early take-up of places, additional marketing. Use inspection reports to help target regional and local support to increase take up.
DR	Risk of local authorities failing to support their legal requirement as set out in the minimum standards.	3	3	A	Use Network Forum to inform intelligence Constructively challenge non-compliance, offer support s to support the failing LA. Signpost LA to good inspection outcome, Ofsted guidance and minimum standards
Contact	Helpline information or advice is out of date and needs updating.	1	1	G	Online information reviewed on a rolling schedule to ensure up to date. Helpline staff required to undertake IPSEA training and/or refresher training. External quality checks
Contact	Demand too high for one-to-one advice causing capacity issues in the team.	2	2	AG	Callers encouraged to find information online through web/digital channels. Invest in/develop practical resources to empower parents to take action themselves.
Contact	Providing incorrect or out of date information to families	1	2	G	Internal quality assurance provided by seniors/manager. Access to law resources books, etc. Contact holds professional indemnity insurance.
Contact	website/ digital channels not available parents cannot access advice /support	2	2	AG	Internal procedure ensures that downtime is minimal, and beneficiaries and peers are notified. Holding page will signpost to helpline to ensure an advice available.
All	Inflation increases above rate budgeted for within contract, in particular the NCJ PayScale rates increase above predicted	4	4	R	Monitor inflation and review delivery plan regularly with DfE

	impacting on affordability to pay staff and service delivery.				
Contact / NNPCF	Inflation increases and impacts on forums ability to provide local strategic participation	4	4	R	Contact facilitate access to full value of grant via priority grant scheme. NNPCF collect feedback from forums to capture affordability issues is they transpire
Contact	Telephone outage /online virtual Call Centre unavailable unable to take calls .	3	3	A	Outage/issues reported immediately. Message on website and social media to alert parents. Helpline staff log in to receive calls by phone/ social media

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 14

FINANCIAL DISTRESS

Financial Distress

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Applicable Financial Indicators”	means the financial indicators from Paragraph Error! Reference source not found. of this Schedule which are to apply to the Key Lead Supplier and Key Subcontractors;
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means written confirmation from the Board in accordance with Paragraph Error! Reference source not found. of this Schedule;
“FDE Group”	means the Supplier, Key Sub-contractors, and the Consortium Members
“Financial Indicators”	in respect of the Supplier and Key Sub-contractors, means each of the financial indicators set out at paragraph Error! Reference source not found. of this Schedule;
“Financial Target Thresholds”	means the target thresholds for each of the Financial Indicators set out at paragraph Error! Reference source not found. of this Schedule;

20 WARRANTIES AND DUTY TO NOTIFY

20.1 The Supplier warrants and represents to the Authority for the benefit of the Authority that as at the Effective Date the financial position or, as appropriate, the financial performance of each of the Supplier and Key Sub-contractors satisfies:

a) the Financial Target Thresholds.

or

b) the Authorities assessment based on charitable status.

20.2 If the authority requests, within 30 working days the Supplier shall:

a) report on the Financial Indicators for each entity in the FDE Group.

- b) 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).

20.3 The Financial Viability Risk Assessment Tool utilised within the tender process will be provided to the supplier to be used as a basis for each report requested and pursuant shall:

- a) be a single report with separate sections for each of the FDE Group entities;
- b) contain a sufficient level of information to enable the Authority to verify the calculations that have been made in respect of the Financial Indicators;
- c) include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
- d) be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
- e) include a history of the Financial Indicators reported by the Supplier in graph form to enable the Authority to easily analyse and assess the trends in financial performance.

FINANCIAL DISTRESS EVENTS

20.4 The following shall be Financial Distress Events:

- a) the credit rating of an FDE Group entity dropping significantly;
- b) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- d) an FDE Group entity committing a material breach of covenant to its lenders;

- e) a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- i. any of the following:
- b. commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £1m or obligations under a service contract with a total contract value greater than £1m;
 - c. non-payment by an FDE Group entity of any financial indebtedness;
 - d. any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
 - e. the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
 - f. the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;
 - g. in each case which the Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with this Agreement;

CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

20.5 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Authority becomes aware of a 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 20.1 and 20.2

20.6 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph **Error! Reference source not found.**, the Authority shall not exercise any of its rights or remedies without first giving the Supplier 10 Working Days to:

- a) rectify such late or non-payment; or
- b) demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

20.7 The Supplier shall (and shall procure that any relevant Key Sub-contractor shall):

1. at the request of the Authority, meet the Authority as soon as reasonably practicable (and in any event within 5

Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Agreement; and

2. where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph **Error! Reference source not found.** that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Agreement:
 - i. submit to the Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Supplier in writing); and
 - ii. to the extent that it is legally permitted to do so and subject to provide such information relating to the Supplier, any Key Sub-contractors as the Authority may reasonably require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

20.8 The Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Authority does not approve the draft Financial Distress Remediation 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 Remediation Plan, which shall be resubmitted to the Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Authority or referred to the Dispute Resolution Procedure under schedule 18

20.9 If the Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Agreement, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure.

- a. Following approval of the Financial Distress Remediation Plan by the Authority, the Supplier shall:

1. on a regular basis (which shall not be less than fortnightly):

- i. review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Services in accordance with this Agreement; and
- ii. provide a written report to the Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

2. where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph **Error! Reference source not found.**, submit an updated Financial Distress Remediation Plan to the Authority for its approval, and the provisions of Paragraphs 20.8 and 20.9 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

3. comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

20.10 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 20.5 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 20.9.

20.11 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph **Error! Reference source not found.** is available when required and on request from the Authority and within reasonable timescales. Such measures may include:

- a) obtaining in advance written authority from Key Sub-contractors authorising the disclosure of the information

to the Authority and/or entering into confidentiality agreements which permit disclosure;

- b) agreeing in advance with the Authority and Key Sub-contractors a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Authority;
- c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Authority (which may include making price sensitive information available to Authority nominated personnel through confidential arrangements, subject to their consent); and
- d) disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

FINANCIAL INDICATORS

20.12 Subject to the calculation methodology set out at **Error! Reference source not found.** of this Schedule, the Financial Indicators and the corresponding calculations used to as supplementary information when assessing a Financial Distress Event, shall be as follows:

a)

Financial Indicator	Calculation ¹
1 Operating Margin	<i>Operating Margin = Operating Profit / Revenue</i>
2 Free Cash Flow to Net Debt Ratio	<i>Free Cash Flow to Net Debt Ratio = Free Cash Flow / Net Debt</i>
3 Net Debt + Net Pension Deficit to EBITDA ratio	<i>Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA</i>

4 Net Interest Paid Cover	<i>Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid</i>
5 Acid Ratio	<i>Acid Ratio = (Current Assets – Inventories) / Current Liabilities</i>
6 Net Asset value	<i>Net Asset Value = Net Assets</i>
7 Group Exposure Ratio	<i>Group Exposure / Gross Assets</i>
8 Net Debt to EBITDA Ratio	<i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>

Key: ¹ – See **Error! Reference source not found.** of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

TERMINATION RIGHTS

20.13 The Authority shall be entitled to terminate this Agreement under Clause 33.1(b) (*Termination by the Authority*) if:

- a) the Supplier fails to notify the Authority of a Financial Distress Event in accordance with Paragraph **Error! Reference source not found.**;
- b) the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 20.8 to 20.11 to and/or
- c) the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph **Error! Reference source not found.**.

BOARD CONFIRMATION

20.14 If this Agreement has been specified as a Critical Service Contract under Schedule 21 (*Service Continuity Plan and Corporate Resolution Planning*) then, at the Authorities request and subject to Paragraph **Error! Reference source not found.** of this Schedule, the Supplier shall provide a Board Confirmation to the Authority in the form set out at 0 of this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

- a) that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
- b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

20.15 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.

20.16 Where the Supplier is unable to provide a Board Confirmation in accordance with this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Authority (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

ANNEX 1: CALCULATION METHODOLOGY FOR FINANCIAL INDICATORS

If a report against the financial indicators is requested, the authority shall provide the Lead Supplier with the Financial Viability Risk Assessment Tool utilised within the tender process to complete. Within this tool will be guidance around completion relating to each financial indicator for the Lead Supplier and all Key Subcontractors.

ANNEX 2: BOARD CONFIRMATION

Supplier Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at paragraph **Error! Reference source not found.** of Schedule 0 (*Financial Distress*) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting;
or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair

Signed

Date

Director

Signed

Date

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 15

FINANCIAL REPORTS AND AUDIT RIGHTS

Financial Reports and Audit Rights

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Annual Contract Report”	the annual contract report to be provided by the Supplier to the Authority
“Audit Agents”	the Authority’s internal and external auditors; a) the Authority’s statutory or regulatory auditors; b) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; c) HM Treasury or the Cabinet Office; d) any party formally appointed by the Authority to carry out audit or similar review functions; and e) 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 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 A0;

“Material Change”

a Change which:

- 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:
 - a. 5% or more; or
 - b. £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”

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:

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;

operating expenditure relating to the provision of the Services including an analysis showing:

- (a) the unit costs and quantity of consumables and bought-in services;
- (b) 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;

(c) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and

(d) Reimbursable Expenses;

a) Overheads;

b) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;

c) the Supplier Profit achieved over the Term and on an annual basis;

d) 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;

e) 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

f) 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:

1.2 Understanding the Charges

- 1.2.1 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;
- 1.2.3 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;
- 1.2.4 to facilitate the use of Guaranteed Maximum Price with Target Cost pricing mechanisms (where relevant as referred to in Schedule 13 (*Charges and Invoicing*));

1.3 Agreeing the impact of Change

- 1.3.1 for both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges;
- 1.3.2 for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

1.4 Continuous improvement

- 1.4.1 for the Parties to challenge each other with ideas for efficiency and improvements; and
- 1.4.2 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**”).

1.5 OPEN BOOK DATA

1.5.1 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.

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

1.5.3 maintain and retain the Open Book Data; and

disclose and allow the Authority and/or the Audit Agents access to the Open Book Data.

1.6 ONEROUS CONTRACTS

1.6.1 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:

1.6.2 An initial root cause analysis of the issues and circumstances which may have contributed to the Agreement being designated as an Onerous Contract;

1.6.3 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;

1.6.4 the measures which the Supplier intends to put in place to minimise and mitigate any adverse impact on the provision on the Services;

1.6.5 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.

1.6.6 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.

1.6.7 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).

1.6.8 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	To be submitted with the Quarterly contract management report,
Annual Contract Report	Within 3 month 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,
- c) 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.

FINANCIAL MODEL

1.9 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). The Financial Representative shall attend the meeting;
- 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 a) notify the Supplier that:
 - a. 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
 - b. the Authority has approved the relevant Financial Report.

1.10 Following approval by the Authority of the relevant Financial Report in accordance with Paragraph 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.

1.11 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 0 (*Dispute Resolution Procedure*).

DISCUSSION OF QUARTERLY CONTRACT REPORTS AND FINAL RECONCILIATION REPORT

1.12 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). The Financial Representative shall attend the meeting.

1.13 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.

KEY SUB CONTRACTORS

1.14 Without prejudice to part b point 1.1 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

AUDIT RIGHTS

1.15 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 Certificate of Costs and/or 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, the Guarantor 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;
 - a. 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;

- b. to inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- c. to review the accuracy and completeness of the Registers;
- d. to review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- e. to review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- f. to review the Supplier's compliance with the Standards;
- g. 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
- h. to review the integrity, confidentiality and security of the Authority Data.

1.16 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.

1.17 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.

CONDUCT OF AUDITS

1.18 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.

1.19 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.

1.20 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.

1.21 The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.

1.22 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 0, 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.

USE OF SUPPLIER'S INTERNAL AUDIT TEAM

1.23 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 1.15.

1.24 Following the receipt of a request from the Authority under Paragraph 1.23 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.

RESPONSE TO AUDITS

1.25 If an audit undertaken pursuant to Paragraphs 1 or 3 0 or 0 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,
 - iv. 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 16

GOVERNANCE

Governance

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Board Member” the initial persons appointed by the Authority and Supplier to the Boards as set out in 02.4 and any replacements from time to time agreed by the Parties in accordance with point 22.4;

“Boards” the Service Management Board which shall include, Change Management and Risk Management and be in line with the Operational contract management team;

The Programme Board, broadly in line with the senior leadership team;

and **“Board”** shall mean any of them;

“Project Managers” the individuals appointed as such by the Authority and the Supplier in accordance with point 21;

“Risk Management Board” the body described in Paragraph 22.2

“Service Management Board” the body described in Paragraph 22.8

MANAGEMENT OF THE SERVICES

21. The Supplier and the Authority shall each appoint a project manager for the purposes of this Agreement through whom the Services shall be managed day-to-day.

21.1 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.

BOARDS

Establishment and structure of the Boards

22.2 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.

22.3 In relation to each 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 0.

22.4 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

Establishment and structure of the Boards

22.4 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. In relation to each Board, the:

- i. Authority Board Members;
 - ii. Supplier Board Members;
 - iii. frequency that the Board shall meet (unless otherwise agreed between the Parties);
 - iv. location of the Board's meetings; and
 - v. planned start date by which the Board shall be established,
- b. shall be as set out in Annex 1.

22.5 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

22.6 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend the relevant Monthly/Quarterly 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:

- i. a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - ii. that he/she is debriefed by such delegate after the Board Meeting.
- b. The Authority Contract Manager shall be responsible for:

- i. Scheduling Monthly/Quarterly meetings;
- ii. setting the agenda for Monthly/Quarterly meetings and circulating to all attendees in advance of such meeting;
- iii. chairing the Monthly/Quarterly meetings;
- iv. monitoring the progress of any follow up tasks and activities agreed to be carried out following Monthly/Quarterly meetings;
- v. where deemed necessary, ensuring that minutes for Monthly/Quarterly meetings are recorded and disseminated electronically to the appropriate persons and to all meeting participants within seven Working Days after the Board meeting; and
- vi. facilitating the process or procedure by which any decision agreed at any Monthly/Quarterly meeting is given effect in the appropriate manner.

22.7 Board meetings shall be quorate as long as at least two representatives from each Party are present.

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.

ROLE OF THE SERVICE MANAGEMENT BOARD

22.8 The Service Management Board shall be responsible for the executive management of the Services, attending all Operational contract management meetings (e.g. Monthly Contract Management Meetings and Quarterly Reviews) and shall:

- i. be accountable to the Programme Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the Parties;
- ii. report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against the high level Implementation Plan;
- iii. receive reports from the Project Managers on matters such as issues relating to delivery of existing Services and performance against Performance Indicators, progress against the Implementation Plan and possible future developments;
- iv. review and report to the Programme Board on service management, co-ordination of individual projects and any integration issues;
- v. deal with the prioritisation of resources and the appointment of Project Managers on behalf of the Parties;
- vi. consider and resolve Disputes (including Disputes as to the cause of a Delay or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Programme Board; and
- vii. develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

CHANGE MANAGEMENT

22.9 The Service Management Board shall assess the impact and approve or reject all Change Requests. Changes which will have a significant impact on the Services shall be escalated to the Programme Board.

The Service Management Board shall:

- i. analyse and record the impact of all Changes, specifically whether the proposed Change:
 1. has an impact on other areas or aspects of this Agreement and/or other documentation relating to the Services;
 2. has an impact on the ability of the Authority to meet its agreed business needs within agreed time-scales;
 3. will raise any risks or issues relating to the proposed Change; and
 4. will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels;
- ii. provide recommendations, seek guidance and authorisation from the Programme Board as required; and
- iii. approve or reject (close) all proposed Changes.

RISK MANAGEMENT

22.10 The Service Management Board shall identify and manage risks relating to the performance of the Services.

The Service Management Board shall:

- a) provide assurance to the Programme Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Programme Board on a monthly basis;
- b) identify the risks to be reported to the Programme Board via the regular risk reports;
- c) subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;
- d) ratify or refuse requests to close risks on the Risk Register; and
- e) identify risks relating to or arising out of the performance of the Services and provisional owners of these risks.

ROLE OF THE PROGRAMME BOARD

22.11 The Programme Board shall endeavour to attend to Quarterly or Bi-Annual programme reviews and:

- a) provide senior level guidance, leadership and strategy for the overall delivery of the Services;
- b) be the point of escalation from the Service Management Board; and
- c) carry out the specific obligations attributed to it in Paragraph 5.2.

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 reports from the Service Management Board and 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;
 - c. determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Optional Services;
 - d. authorise the commissioning and initiation of, and assess opportunities for, Optional Services; and
 - e. provide guidance and authorisation to the Change Management Board on relevant Changes.

CONTRACT MANAGEMENT MECHANISMS

- 22.12 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement.
- 22.13 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
- 22.14 the identification and management of risks;
 - 22.15 the identification and management of issues; and
 - 22.16 monitoring and controlling project plans.
- 22.17 The Risk Register shall be updated by the Supplier and submitted for review by the Risk Management Board.

ANNUAL REVIEW

- 22.18 An annual review meeting shall be held throughout the Term on a date to be agreed between the Parties.
- 22.19 The meetings shall be attended by the Contract Manager of the Supplier and the Contract Manager of the Authority and any other persons considered by the Authority necessary for the review.

ANNEX 1: REPRESENTATION AND STRUCTURE OF BOARDS

When	Governance method	Attendees	Lead/ owner	Recording and follow up
Fortnightly	Light touch Contract update	Contract Manager, DfE Contract Manager, Programme Officer	DfE	
Monthly	Operational & Strategic Delivery Review Meetings Delivery Plan, Milestones, Metrics monitoring, KPIs, risks, innovation and value for money	All Strand Leads, Contract Manager, Programme Officer	Contact, Contract Manager	Contact, Programme Officer
	Delivery Budget Tracking	Contract Manager, Programme Officer, Contact Head of Finance, Contact Director of Resources	Contact, Director of Resources	Contact, Head of Finance
	Grant Spend Tracking	Grant Programmes Manager, Head of Parent Participation, Programme Officer, Contact Head of Finance	Contact, Grant Programmes Manager	Contact, Grant Programmes Manager
	Contract Oversight Meetings	Contract Manager, DfE Contract Manager, Programme Officer	DfE, Contract Manager	Contact, Programme Officer
Quarterly	Strategic Contract Oversight meetings - Progress towards outcomes, KPIs, Budget, Exit planning, risks	All Strand Leads, Contract Manager, Programme Officer, Senior leadership representatives from all consortium partners	Contact, Contract Manager	Contact, Programme Officer
	Quarterly Contract review meetings	All Strand Leads, Contract Manager, DfE Contract Manager, Programme Officer	DfE, Contract Manager	Contact, Programme Officer
	Grant Quality Assurance	Grant Programme Manager, Head of Parent Participation, Participation Operations Leads	Contact, Grant Programmes Manager	Contact, Grant Programmes Manager
	Key Risk Review	Contract Manager, Project Sponsor, Contact Board of Trustees	Project Sponsor	Contact Contract Manager
Termly	Stakeholder Programme Board	All Strand Leads, DfE Contract Manager, Stakeholder Board, Senior leadership representatives from all consortium partners	Chair – Stakeholder Programme Board	Contact, Programme Officer & Contact, Contract Manager
Annually	End of Year Contract Review	All Strand Leads, Contract Manager, DfE Contract Manager, Programme Officer	DfE, Contract Manager	Contact, Programme Officer

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 17

CHANGE CONTROL PROCEDURE

Change Control Procedure

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Authority Manager”	Change	the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;
“Change Request”		a written request for a Contract Change which shall be substantially in the form of 0;
“Change Communication”		any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
“Fast-track Change”		any Contract Change which the Parties agree to expedite
“Impact Assessment”		an assessment of a Change Request in accordance with Paragraph 23.13;
“Impact Assessment Estimate”		has the meaning given in Paragraph 23.11;
“Receiving Party”		the Party which receives a proposed Contract Change; and
“Supplier Manager”	Change	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative.

GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

23..This Schedule sets out the procedure for dealing with Changes.

23.1 Operational Changes shall be processed in accordance with Paragraph 0. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then it must be processed as a Contract Change.

23.2 The Parties shall deal with Contract Change as follows:

- a) either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph [23.9](#).
- b) unless this Agreement otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in

accordance with Paragraph 23.8 before the Contract Change can be either approved or implemented;

- c) the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
- d) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
- e) save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in; and
- f) if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.

23.3 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule 0 (*Testing Procedures*), and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.

23.4 Until a Change Authorisation Note has been signed and issued by the Authority then:

- a) unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
- b) any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.

23.5 The Supplier shall:

- a) within 10 Working Days of the Authority's signature and issue of a Change Authorisation Note, deliver to the Authority a copy of this Agreement updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and
- b) thereafter provide to the Authority such further copies of the updated Agreement as the Authority may from time to time request.

COST

23.6 Subject to Paragraph 23.8:

- a. the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- b. the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Authority shall not be required to pay any such costs if:
 - a) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
 - b) such costs exceed those in the accepted Impact Assessment Estimate.

23.7 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 0 (*Charges and Invoicing*). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

23.8 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

CHANGE REQUEST

23.9 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of 0 and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

23.10 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.

23.11 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Authority within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.

23.12 If the Authority accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier

shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

- a. The nature of the request for clarification; and
- b. The reasonable justification for the request;
- c. the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

IMPACT ASSESSMENT

23.13 Each Impact Assessment shall be completed in good faith and shall include:

- a) details of the proposed Contract Change including the reason for the Contract Change; and
- b) details of the impact of the proposed Contract Change on the Services, the Optional Services (if any) and the Supplier's ability to meet its other obligations under this Agreement;

23.14 any variation to the terms of this Agreement that will be required as a result of that impact, including changes to:

- i. the Services Description, the Performance Indicators and/or the Target Performance Levels;
 - ii. the format of Authority Data, as set out in the Services Description;
 - iii. the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
 - iv. other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority's IT infrastructure;
- b. details of the cost of implementing the proposed Contract Change;
 - c. details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - d. a timetable for the implementation, together with any proposals for the testing of the Contract Change;

- e. details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
- f. such other information as the Authority may reasonably request in (or in response to) the Change Request.

23.14 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 23 (*Protection of Personal Data*).

23.15 Subject to the provisions of Paragraph 23.16, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 23.18 within 15 Working Days of receiving the Impact Assessment, it.

23.16 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within 5 Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within 10 Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 23.16 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

23.17 The calculation of costs for the purposes of Paragraphs a)b and c shall:

- a) be based on the Financial Model;
- b) facilitate the Financial Transparency Objectives;
- c) include estimated volumes of each type of resource to be employed and the applicable rate card;
- d) include full disclosure of any assumptions underlying such Impact Assessment;
- e) include evidence of the cost of any assets required for the Change; and
- f) include details of any new Sub-contracts necessary to accomplish the Change.

AUTHORITY'S RIGHT OF APPROVAL

23.18 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 23.16, the Authority shall evaluate the Change

Request and the Impact Assessment and shall do one of the following:

- a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 23.16;
- b) in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
- c) in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within 5 Working Days of such request. Subject to Paragraph 23.16, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within 10 Working Days.

23.19 If the Authority approves the proposed Contract Change and it has not been rejected by the Supplier in accordance with Paragraph 0, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Agreement.

23.20 If the Authority does not sign the Change Authorisation Note within 10 Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within 5 Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

SUPPLIER'S RIGHT OF APPROVAL

23.21 Following an Impact Assessment, if:

- a. the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:
 - i. materially and adversely affect the risks to the health and safety of any person; and/or

- ii. require the Services to be performed in a way that infringes any Law; and/or
- b. the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,
- c. then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph [23.12](#)

FAST-TRACK CHANGES

23.22 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

23.23 If:

- a. the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12 month period; and
 - i. both Parties agree the value of the proposed Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed 10% of the annual contract value and doesn't cumulatively total over PCR 2015 variation thresholds, when taking into account previous changes that have occurred within the contract term, and that the proposed Contract Change is not significant (as determined by the Authority acting reasonably),
- b. then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 0, 0, 0 and 0 but with reduced timescales, such that any period of 15 Working Days is reduced to 5 Working Days, any period of 10 Working Days is reduced to 2 Working Days and any period of 5 Working Days is reduced to 1 Working Day.

23.24 The Parties may agree in writing to revise the parameters set out in Paragraph 23.23 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a 12 month period.

OPERATIONAL CHANGE PROCEDURE

23.25 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change

Control Procedure for proposed Contract Changes provided they do not:

- a) have an impact on the business of the Authority;
- b) require a change to this Agreement;
- c) have a direct impact on use of the Services; or
- d) involve the Authority in paying any additional Charges or other costs.

23.26 The Authority may request an Operational Change by submitting a written request for Operational Change (“**RFOC**”) to the Supplier Representative.

23.27 The RFOC shall include the following details:

- a) the proposed Operational Change; and
- b) the time-scale for completion of the Operational Change.

23.28 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

23.29 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

COMMUNICATIONS

23.30 For any Change Communication to be valid under this Schedule, it must be sent to either the Authority Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 45 (*Notices*) shall apply to a Change Communication as if it were a notice.

ANNEX 1: CHANGE REQUEST FORM

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2: CHANGE AUTHORISATION NOTE

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 18

DISPUTE RESOLUTION PROCEDURE

Dispute Resolution Procedure

DEFINITIONS

In this Schedule, the following definitions shall apply:

“CEDR”	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
“Counter Notice”	has the meaning given in Paragraph 24.19
“Expert”	in relation to a Dispute, a person appointed in accordance with Paragraph 24.5 to act as an expert in relation to that Dispute;
“Expert Determination”	determination by an Expert in accordance with Paragraph 0;
“Mediation Notice”	has the meaning given in Paragraph 24.10;
“Mediator”	the independent third party appointed in accordance with Paragraph 24.12 to mediate a Dispute;
“Multi-Party Dispute”	a Dispute which involves the Parties and one or more Related Third Parties;
“Multi-Party Dispute Representatives”	has the meaning given in Paragraph 24.25
“Multi-Party Dispute Resolution Board”	has the meaning given in Paragraph 24.25;
“Related Third Party”	a party to: 0. another contract with the Authority or the Supplier which is relevant to this Agreement; or 1. a Sub-contract; and
“Supplier Request”	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

DISPUTE NOTICES

24. If a Dispute arises then:

- a) the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- b) if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

24.1 A Dispute Notice:

shall set out:

- a) the material particulars of the Dispute;
- b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
 - a. may specify in accordance with the requirements of Paragraphs [24.25](#) that the Party issuing the Dispute Notice has determined (in the case of the Authority) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph [24.2](#) shall apply.

24.2 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph c)a, then:

- a. if it is served by the Authority it shall be treated as a Multi-Party Procedure Initiation Notice; and
- b. if it is served by the Supplier it shall be treated as a Supplier Request,
- c. and in each case the provisions of Paragraph 0 shall apply.

24.3 Subject to Paragraphs [24.4](#) and [24.7](#) and so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

- a) first by commercial negotiation (as prescribed in Paragraph 0);
- b) then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 0); and
- c) lastly by recourse to arbitration (as prescribed in Paragraph 0) or litigation (in accordance with Clause 47 (*Governing Law and Jurisdiction*)).

24.4 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 0) where specified under the provisions of

this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 24.15

24.5 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 0 (*Urgent Relief*).

EXPEDITED DISPUTE TIMETABLE

24.6 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within 5 Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.

24.7 If the Expedited Dispute Timetable is to be used pursuant to the provisions or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

- a) in Paragraph 24.10 c 10 Working Days;
- b) in Paragraph 24.11, 10 Working Days;
- c) in Paragraph 24.16, 5 Working Days; and
- d) in Paragraph 24.18 10 Working Days.

24.8 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within 2 Working Days after the deadline has passed, the Authority may set a revised deadline provided that it is no less than 5 Working Days before the end of the period of time specified in the applicable paragraphs (or 2 Working Days in the case of Paragraph 24.16. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Authority fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

COMMERCIAL NEGOTIATION

24.9 Following the service of a Dispute Notice, then, so long as the Authority has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as

possible by commercial negotiation between the Authority's Contract Managers and the Supplier's Contract Manager.

24.10 If:

- a. either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
- b. the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 0; or
- c. the Parties have not settled the Dispute in accordance with Paragraph 24.9 within 30 Working Days of service of the Dispute Notice,
- d. either Party may serve a written notice to proceed to mediation in accordance with Paragraph 0 (a "**Mediation Notice**").

MEDIATION

24.11 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).

24.12 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.

24.13 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

24.14 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

EXPERT DETERMINATION

24.15 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been

resolved by commercial negotiation in accordance with Paragraph 0 or, if applicable, mediation in accordance with Paragraph 0, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.

24.16 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within 10 Working Days of the relevant request made pursuant or if the person appointed is unable or unwilling to act, the expert shall be appointed:

- a. if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
- b. if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
- c. if the Dispute relates to a matter of a technical nature not falling within Paragraphs a) or b, on the instructions of the president (or equivalent) of:
 - i. an appropriate body agreed between the Parties; or
 - ii. if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant, such body as may be specified by the President of the Law Society on application by either Party.

24.17 The Expert shall act on the following basis:

- a) he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within 30 Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within 20 Working Days of the Expert's determination being notified to the Parties;
- e) the process shall be conducted in private and shall be confidential; and
- f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

ARBITRATION

24.18 Subject to compliance with its obligations under Paragraph 24.9 and to the provisions of Paragraph 0, the Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph [24.22](#)

24.19 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have 15 Working Days following receipt of such notice to serve a reply (a “**Counter Notice**”) on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph [24.22](#) or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such 15 Working Day period.

24.20 If the Authority serves a Counter Notice, then:

- a) if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph [24.19](#) shall apply; or
- b) if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.

24.21 If the Authority does not serve a Counter Notice within the 15 Working Day period referred to in Paragraph 24.19, the Supplier may either commence arbitration proceedings in accordance with Paragraph 24.22 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

24.22 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs [24.18](#) to [24.21](#)

- a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to Paragraphs e), f) and g));
- b) the arbitration shall be administered by the LCIA;
- c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- d) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

- e) the chair of the arbitral tribunal shall be British;
- f) the arbitration proceedings shall take place in London and in the English language; and
- g) the seat of the arbitration shall be London.

URGENT RELIEF

24.23 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

- a. for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- b. where compliance with Paragraph 24 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

MULTI-PARTY DISPUTES

24.24 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 0 (the "**Multi-Party Dispute Resolution Procedure**").

24.25 If at any time following the issue of a Dispute Notice, the Authority reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Authority shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Authority's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a "**Multi-Party Procedure Initiation Notice**".

24.26 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 0, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Authority.

- a. The Authority shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:
- b. a Multi-Party Dispute, in which case the Authority shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
- c. not a Multi-Party Dispute, in which case the Authority shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 0 to 0.

24.27 If the Authority has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

24.28 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “**Multi-Party Dispute Resolution Board**”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

- a) the Authority;
- b) the Supplier;
- c) each Related Third Party involved in the Multi-Party Dispute; and
- d) any other representatives of any of the Parties and/or any Related Third Parties whom the Authority considers necessary,

(together “**Multi-Party Dispute Representatives**”).

24.29 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

- a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
- b) the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
- c) in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

24.30 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

- a. either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 0 shall apply;
- b. either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 0 shall apply; and/or
- c. subject to Paragraph 24.31, Paragraph 0 shall apply to the Multi-Party Dispute,
- d. and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.

24.31 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 0 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub Contractor, by the Supplier.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 19

REPORTS AND RECORDS PROVISIONS

Reports and Records Provisions

REPORTS

25. The Authority may require any or all of the following reports:

- a) delay reports;
- b) reports relating to Testing and tests carried out under Schedule 5 (*Security Management*) and Schedule 21 (*Service Continuity Plan and Corporate Resolution Planning*);
- c) reports which the Supplier is required to supply as part of the Management Information;
- d) annual reports on the Insurances;
- e) security reports; and
- f) Force Majeure Event reports.

RECORDS

25.1 The Supplier shall retain and maintain all the records (including superseded records) referred to (together “**Records**”):

- a) in accordance with the requirements of The National Archives and Good Industry Practice;
- b) in chronological order;
- c) in a form that is capable of audit; and
- d) at its own expense.

25.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.

25.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Authority.

25.4 The Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.

25.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least 7 years after the expiry or termination of this Agreement.

25.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:

- a) as soon as they are available, and in any event within 60 Working Days after the end of the first 6 months of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such 6 month period; and
- b) as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

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ANNEX 1: RECORDS TO BE KEPT BY THE SUPPLIER

The records to be kept by the Supplier are:

This Agreement, its Schedules and all amendments to such documents.

1. All other documents which this Agreement expressly requires to be prepared.
2. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
3. Notices, reports and other documentation submitted by any Expert.
4. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying IT Environment and Supplier Equipment.
5. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
6. All formal notices, reports or submissions made by the Supplier to the Authority Representative in connection with the provision of the Services.
7. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
8. Documents prepared by the Supplier in support of claims for the Charges.
9. Documents submitted by the Supplier pursuant to the Change Control Procedure.
10. Documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure.
11. Documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier and/or the Guarantor, where such change may cause a change of Control; and including documents detailing the identity of the persons changing such ownership or interest.
12. Invoices and records related to VAT sought to be recovered by the Supplier.
13. Financial records, including audited and un-audited accounts of the Guarantor and the Supplier.
14. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
15. All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.
16. All journals and audit trail data referred to in Schedule 0 (*Security Management Plan*).
17. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.

ANNEX 2: SUPPLY CHAIN TRANSPARENCY INFORMATION TEMPLATE

	Financial Year 20[]			
	Under this Agreement		Supplier as a whole	
	£	%	£	%
Estimated total contract revenue (£) to be received in this Financial Year	£[]	100%	£[]	100%
Total value of Sub-contracted revenues (£) in this Financial Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to SMEs (£) in this Financial Year	£[]	[]	£[]	[]
Total value of Sub-contracted revenues to VCSEs (£) in this Financial Year	£[]	[]	£[]	[]

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 20

EXIT MANAGEMENT

Exit Management

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Emergency Exit”	any termination of this Agreement which is a: termination of the whole or part of this Agreement in accordance with Clause 34 (<i>Termination Rights</i>), except where the period of notice given under that Clause is greater than or equal to 6 months; • termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 34 (<i>Termination Rights</i>); or • wrongful termination or repudiation of this Agreement by either Party;
“Ethical Agreement”	Wall an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Error! Reference source not found. ;
“Exclusive Assets”	those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;
“Exit Information”	has the meaning given in Paragraph 26.3
“Exit Manager”	the person appointed by each Party pursuant to Paragraph 26.2 for managing the Parties' respective obligations under this Schedule;
“Net Book Value”	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement;
“Non-Exclusive Assets”	those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
“Ordinary Exit”	any termination of the whole or any part of this Agreement which occurs:

- a) pursuant to Clause 34 (*Termination Rights*) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or
- b) as a result of the expiry of the Initial Term or any Extension Period;

“Registers” the register and configuration database referred to in Paragraphs 0 and a)b;

“Transferable Assets” those of the Exclusive Assets which are capable of legal transfer to the Authority;

“Transferable Contracts” the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation; and

“Transferring Contracts has the meaning given in Paragraph a)b.

OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

26. During the Term, the Supplier shall:

create and maintain a register of all:

- i. Assets, detailing their:
 - a. make, model and asset number;
 - b. ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - c. Net Book Value;
 - d. condition and physical location; and
 - e. use (including technical specifications); and
- ii. Sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
- b. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the

Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

- c. agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and
- d. at all times keep the Registers up to date, in particular in the event that Assets, Sub-contracts or other relevant agreements are added to or removed from the Services.

26.1 The Supplier shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.

26.2 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within 3 months of the Effective Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each Party's compliance with it.

OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

26.3 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

- a. details of the Service(s);
- b. a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
- c. an inventory of Authority Data in the Supplier's possession or control;
- d. details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- e. a list of on-going and/or threatened disputes in relation to the provision of the Services;

- f. to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Agreement; and
- g. such other material and information as the Authority shall reasonably require,
- h. (together, the “**Exit Information**”).

26.4 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph 26.4 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).

26.5 The Supplier shall:

- a) notify the Authority within 5 Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and
- b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Authority.

26.6 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 4 updates in any 6 month period.

26.7 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- a) prepare an informed offer for those Services; and
- b) not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

OBLIGATION TO ENTER INTO AN ETHICAL WALL AGREEMENT ON RE-TENDERING OF SERVICES

26.8 The Authority may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Services or any part of the Services.

26.9 If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within 10 Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

EXIT PLAN

26.10 The Supplier shall, within 3 months after the Effective Date, deliver to the Authority an Exit Plan which:

- a) sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on the Partial Termination, expiry or termination of this Agreement;
- b) complies with the requirements set out in Paragraph 26.11; and
- c) is otherwise reasonably satisfactory to the Authority.

26.11 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

26.12 The Exit Plan shall set out, as a minimum:

- a) how the Exit Information is obtained;
- b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;
- c) a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Agreement;
- d) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- e) the management structure to be employed during the Termination Assistance Period;
- f) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
- g) how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);

- h) the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in 0 as are applicable);
- i) a timetable and critical issues for providing the Termination Services;
- j) any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;
- k) how the Termination Services would be provided (if required) during the Termination Assistance Period;
- l) procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to Schedule 0 (*Staff Transfer*); and
- m) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.

26.13 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.

26.14 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a Financial Distress Event, within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

26.15 Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles

set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

26.16 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

TERMINATION SERVICES

Notification of Requirements for Termination Services

26.17 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a “**Termination Assistance Notice**”) at least 4 months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than 1 month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- a) the date from which Termination Services are required;
- b) the nature of the Termination Services required; and
- c) the period during which it is anticipated that Termination Services will be required, which shall continue no longer than 24 months after the date that the Supplier ceases to provide the terminated Services.

26.18 The Authority shall have:

- a) an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than 6 months after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and
- b) the right to terminate its requirement for Termination Services by serving not less than 20 Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

26.19 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

- a) continue to provide the Services (as applicable) and, if required by the Authority pursuant, provide the Termination Services;

- b) in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the Partial Termination, termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;
- c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in 26.19 b without additional costs to the Authority;
- d) provide the Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties agree otherwise in accordance with Paragraph 26.21; and
- e) at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

26.20 Without prejudice to the Supplier's obligations under Paragraph c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 26.19 b without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.

26.21 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Target Performance Level(s), the Parties shall vary the relevant Target Performance Level(s) and/or the applicable Service Credits to take account of such adverse effect.

Termination Obligations

26.22 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination or termination.

26.23 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule) in respect of the Services that have been terminated, the Supplier shall:

- a. cease to use the Authority Data;
- b. provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);

- c. erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;
- d. return to the Authority such of the following as is in the Supplier's possession or control:
 - i. all copies of the Authority Software and any other software licensed by the Authority to the Supplier under this Agreement;
 - ii. all materials created by the Supplier under this Agreement in which the IPRs are owned by the Authority;
 - iii. any parts of the IT Environment and any other equipment which belongs to the Authority; and
 - iv. any items that have been on-charged to the Authority, such as consumables;
- e. vacate any Authority Premises unless access is required to continue to deliver the Services;
- f. provide access during normal working hours to the Authority and/or the Replacement Supplier for up to 12 months after the Partial Termination, expiry or termination of this Agreement to:
 - i. such information relating to the Services as remains in the possession or control of the Supplier; and
 - ii. such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph f ii.

26.24 Upon Partial Termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

26.25 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in

relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.

ASSETS, SUB-CONTRACTS AND SOFTWARE

26.26 Following notice of termination or Partial Termination of this Agreement and during the Termination Assistance Period, the Supplier shall not, in respect of the terminated Services, without the Authority's prior written consent:

- a) terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;
- b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
- c) terminate, enter into or vary any licence for software in connection with the Services.

26.27 Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 26.19 e, the Authority shall provide written notice to the Supplier setting out:

- a. which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier in respect of the terminated Services ("**Transferring Assets**");
 - i. which, if any, of:
 - a. the Exclusive Assets that are not Transferable Assets; and
 - b. the Non-Exclusive Assets,
 - c. the Authority and/or the Replacement Supplier requires the continued use of; and
- b. which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the "**Transferring Contracts**"),
- c. in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services.

26.28 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or

its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:

- a) a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or
- b) the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.

26.29 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.

26.30 Where the Supplier is notified in accordance with Paragraph a)b that the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

- a) procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- b) procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

26.31 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

26.32 The Authority shall:

- a) accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

26.33 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring

Contract to the Authority and/or the Replacement Supplier has been effected.

26.34 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to Paragraph 26.31 both:

- a) in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
- b) in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Supplier's failure to comply with Clauses 16 (*Intellectual Property Rights*) and/or Clause 17 (*Transfer and Licences Granted by the Supplier*).

SUPPLIER PERSONNEL

26.35 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 23(*Staff Transfer*) shall apply.

26.36 The Supplier shall not take any step (expressly or implicitly or directly or indirect

26.37 ly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.

26.38 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

26.39 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

26.40 The Supplier shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

APPORTIONMENTS

26.41 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

- a) the amounts shall be annualised and divided by 365 to reach a daily rate;
- b) the Authority shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- c) the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

26.42 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due as soon as reasonably practicable.

ANNEX 1: SCOPE OF THE TERMINATION SERVICES

The Termination Services to be provided by the Supplier shall include such of the following services as the Authority may specify:

- 26.42.1.1 ceasing all non-critical Software changes (except where agreed in writing with the Authority);
- 26.42.1.2 notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- 26.42.1.3 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or the Replacement Supplier after the end of the Termination Assistance Period;
- 26.42.1.4 delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports all relating to the 12 month period immediately prior to the commencement of the Termination Services;
- 26.42.1.5 providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;
- 26.42.1.6 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
- 26.42.1.7 providing the Authority with any problem logs which have not

previously been provided to the Authority;

26.42.1.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of 12 months after the Termination Assistance Period;

26.42.1.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

26.42.1.10 reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;

26.42.1.11 providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier develop the migration plan for business operations and Authority Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;

26.42.1.12 provide all necessary support, equipment, tools, and Software such as data migration services and/or Automated Programming Interfaces, in order to enable and support the execution of the migration plan by the Authority and/or Replacement Supplier;

26.42.1.13 making available to the Authority and/or the Replacement Supplier expertise to analyse

training requirements and provide all necessary training for the use of tools by such staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;

26.42.1.14 assisting in establishing naming conventions for any new production site;

26.42.1.15 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas;

26.42.1.16 agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;

26.42.1.17 delivering copies of the production databases (with content listings) to the Authority's and/or the Replacement Supplier's operations staff (on appropriate media) as reasonably requested by the Authority;

26.42.1.18 assisting with the loading, testing and implementation of the production databases;

26.42.1.19 assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement;

26.42.1.20 in respect of the maintenance and support of the Supplier System, providing historical performance data for the previous 6 months

26.42.1.21 assisting in the execution of a parallel operation of the maintenance and support of the Supplier System until the end of the Termination Assistance Period or

as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);

26.42.1.22 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

26.42.1.23 answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;

26.42.1.24 agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier;

26.42.1.25 providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:

26.42.1.25.1 to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

26.42.1.25.2 following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and

26.42.1.26 knowledge transfer services, including:

26.42.1.26.1 transferring all training material and providing appropriate training to those Authority and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Services;

26.42.1.26.2 providing for transfer to the Authority and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and

26.42.1.26.3 providing the Supplier and/or the Replacement Supplier with access

to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.

26.43 The Supplier shall:

26.43.1.1 provide a documented plan relating to the training matters referred to in Paragraph 26.42.1.11 for agreement by the Authority at the time of termination or expiry of this Agreement;

26.43.1.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 26.42.1.15, providing skills and expertise of a suitable standard; and

26.43.1.3 fully co-operate in the execution of the Authority Database migration plan agreed pursuant to Paragraph 26.42.1.22, providing skills and expertise of a reasonably acceptable standard.

26.44 To facilitate the transfer of knowledge from the Supplier to the Authority and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Supplier.

26.45 The information which the Supplier shall provide to the Authority and/or the Replacement Supplier pursuant to Paragraph 26.42.1.24 shall include:

26.45.1.1 copies of up-to-date procedures and operations manuals;

26.45.1.2 product information;

26.45.1.3 agreements with third party suppliers of goods and services which are to be transferred to the Authority and/or the Replacement Supplier;

26.45.1.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;

26.45.1.5 information regarding any unresolved faults in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;

26.45.1.6 details of physical and logical security processes and tools which will be available to the Authority; and

26.45.1.7 any relevant interface information.

26.46 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Supplier and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

26.46.1.1 any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 26.46 shall:

26.46.1.1.1 sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and

26.46.1.1.2 during each period of access comply with the

security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and

26.46.1.2 the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access

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MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 21

SERVICE CONTINUITY PLAN AND CORPORATE RESOLUTION PLANNING

SERVICE CONTINUITY PLAN

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Business Continuity Plan”		has the meaning given in Paragraph 0;
“Business Continuity Services”		has the meaning given in Paragraph b);
“Department”		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: 0. Government Department; or 1. Non-Ministerial Department.
“Disaster”		the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period agreed with the authority or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period
“Disaster Plan”	Recovery	has the meaning given in Paragraph 27.1 ;
“Disaster Services”	Recovery	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
“Disaster System”	Recovery	the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
“Insolvency Continuity Plan”		has the meaning given in Paragraph 21.1 part d .
“Related Provider”	Service	any person who provides services to the Authority in relation to this Agreement from time to time, which persons include as at the Effective Date
“Review Report”		has the meaning given in Paragraphs a) to c);

“Service Continuity Plan” means the plan prepared pursuant to Paragraph 0 of this Schedule which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan;

SERVICE CONTINUITY PLAN

27 Within 3 Months from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority’s written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

- a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member); and
- b) the recovery of the Services in the event of a Disaster.

27.1 The Service Continuity Plan shall:

be divided into four parts:

Part A which shall set out general principles applicable to the Service Continuity Plan;

Part B which shall relate to business continuity (the **“Business Continuity Plan”**);

Part C which shall relate to disaster recovery (the **“Disaster Recovery Plan”**);

Part D which shall relate to an Insolvency Event of the Supplier, any Key Sub-contractors and/or any Supplier Group member (the **“Insolvency Continuity Plan”**); and

27.2 unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of 27.17

27.3 Following receipt of the draft Service Continuity Plan from the Supplier, the Authority shall:

- a) review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and
- b) notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than 20 Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority.

27.4 If the Authority rejects the draft Service Continuity 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 Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity 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 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

SERVICE CONTINUITY PLAN: PART A – GENERAL PRINCIPLES AND REQUIREMENTS

27.5 Part A of the Service Continuity Plan shall:

- a. set out how the business continuity, disaster recovery and insolvency continuity elements of the plan link to each other;
- b. provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the Services and any services provided to the Authority by a Related Service Provider;
- c. contain an obligation upon the Supplier to liaise with the Authority and (at the Authority's request) any Related Service Provider with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;
- d. detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority and any of its other Related Service Providers in each case as notified to the Supplier by the Authority from time to time;
- e. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
- f. contain a risk analysis, including:
 - i. failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - ii. identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - iii. identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider;
 - iv. identification of risks arising from an Insolvency Event of the Supplier, any Key Sub-contractors and/or Supplier Group member; and

- v. a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- g. provide for documentation of processes, including business processes, and procedures;
- h. set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Authority;
- i. identify the procedures for reverting to “normal service”;
- j. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
- k. identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and
- l. provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority’s business continuity plans.

27.6 The Service Continuity Plan shall be designed so as to ensure that:

- a) the Services are provided in accordance with this Agreement at all times during and after the invocation of the Service Continuity Plan;
- b) the adverse impact of any Disaster; service failure; an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member; or disruption on the operations of the Authority, is minimal as far as reasonably possible;
- c) it complies with the relevant provisions of ISO/IEC 22301 and all other industry standards from time to time in force; and
- d) there is a process for the management of disaster recovery testing detailed in the Service Continuity Plan.

27.7 The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Services, to the business processes facilitated by and the business operations supported by the Services, and/or changes to the Supplier Group structure.

27.8 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Agreement.

SERVICE CONTINUITY PLAN: PART B – BUSINESS CONTINUITY

PRINCIPLES AND CONTENTS

27.9 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:

- a) the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
- b) the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

27.10 The Business Continuity Plan shall:

- a) address the various possible levels of failures of or disruptions to the Services;
- b) set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the “**Business Continuity Services**”);
- c) specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Business Continuity Plan; and
- d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

SERVICE CONTINUITY PLAN: PART C – DISASTER RECOVERY

PRINCIPLES AND CONTENTS

27.11 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

27.12 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

27.13 The Disaster Recovery Plan shall include the following:

- a. the technical design and build specification of the Disaster Recovery System;

- b. details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - i. data centre and disaster recovery site audits;
 - ii. backup methodology and details of the Supplier's approach to data back-up and data verification;
 - iii. identification of all potential disaster scenarios;
 - iv. risk analysis;
 - v. documentation of processes and procedures;
 - vi. hardware configuration details;
 - vii. network planning including details of all relevant data networks and communication links;
 - viii. invocation rules;
 - ix. Service recovery procedures; and
 - x. steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
- c. any applicable Performance Indicators with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Performance Indicators in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- d. details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- e. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- f. testing and management arrangements.

SERVICE CONTINUITY PLAN: PART D – INSOLVENCY CONTINUITY PLAN

PRINCIPLES AND CONTENTS

27.14 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Authority supported by the Services through continued provision of the Services following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.

27.15 The Insolvency Continuity Plan shall include the following:

- a) communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel, Key Sub-contractor personnel and Supplier Group member personnel;
- b) identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Sub-contractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Services;
- c) plans to manage and mitigate identified risks;
- d) details of the roles and responsibilities of the Supplier, Key Sub-contractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;
- e) details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Sub-contractors and Supplier Group members); and
- f) sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

REVIEW AND AMENDMENT OF THE SERVICE CONTINUITY PLAN

27.16 The Supplier shall review and update the Service Continuity Plan (and the risk analysis on which it is based):

- a) on a regular basis and as a minimum once every 6 months;
- b) within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 0;
- c) within 14 days of a Financial Distress Event;
- d) within 30 days of a Corporate Change Event; and
- e) where the Authority requests any additional reviews (over and above those provided for in Paragraphs a) to d)) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

27.17 Each review of the Service Continuity Plan pursuant to Paragraph 27.16 shall be a review of the procedures and methodologies set out in the Service Continuity Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services

which have taken place since the later of the original approval of the Service Continuity Plan or the last review of the Service Continuity Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the Service Continuity Plan. The review shall be completed by the Supplier within the period required by the Service Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require. The Supplier shall, within 20 Working Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a “**Review Report**”) setting out:

- a) the findings of the review;
- b) any changes in the risk profile associated with the Services; and
- c) the Supplier's proposals (the “**Supplier's Proposals**”) for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

27.18 Following receipt of the Review Report and the Supplier's Proposals, the Authority shall:

- a) review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
- b) notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than 20 Working Days after the date on which they are first delivered to the Authority.

27.19 If the Authority rejects the Review Report and/or the Supplier's Proposals:

- a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- b) the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals 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 27.18 and this Paragraph 27.19 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

27.20 The Supplier shall as soon as is reasonably practicable after receiving the Authority's approval of the Supplier's Proposals (having

regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

TESTING OF THE SERVICE CONTINUITY PLAN

27.21 The Supplier shall test the Service Continuity Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to Paragraph 27.22, the Authority may require the Supplier to conduct additional tests of some or all aspects of the Service Continuity Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.

27.22 If the Authority requires an additional test of the Service Continuity Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the Service Continuity Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the Service Continuity Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

27.23 The Supplier shall undertake and manage testing of the Service Continuity Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.

27.24 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

27.25 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Authority a report setting out:

- a) the outcome of the test;
- b) any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and
- c) the Supplier's proposals for remedying any such failures.

27.26 Following each test, the Supplier shall take all measures requested by the Authority, (including requests for the re-testing of

the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

27.27 For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under this Agreement.

27.28 The Supplier shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

INVOCATION OF THE SERVICE CONTINUITY PLAN

27.29 In the event of a loss of any critical part of the Service or a Disaster, the Supplier shall immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan, including any linked elements in other parts of the Service Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Supplier shall invoke the business continuity and disaster recovery plan elements only with the prior consent of the Authority.

27.30 The Insolvency Continuity Plan element of the Service Continuity Plans, including any linked elements in other parts of the Service Continuity Plan, shall be invoked by the Supplier:

- a) where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Services; and/or
- b) where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan;

Termination Rights

27.31 The Authority shall be entitled to terminate this Agreement under Clause 33.1(b) (*Termination by the Authority*) if the Supplier is required to provide CRP Information under Paragraph [Error! Reference source not found.](#) of this [Error! Reference source not found.](#) and either:

- a) the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or
- b) the Supplier fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under this Agreement.

Confidentiality and usage of CRP Information

27.32 The Authority agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

27.33 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Authority shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Authority under paragraph [27.32](#)

27.34 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

27.35 Where the Supplier is unable to procure consent pursuant to Paragraph [27.34](#), the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

- a. redacting only those parts of the information which are subject to such obligations of confidentiality
- b. providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - i. summarising the information;

- ii. grouping the information;
- iii. anonymising the information; and
- iv. presenting the information in general terms

27.36 The Supplier shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

ANNEX 1: GROUP STRUCTURE INFORMATION AND RESOLUTION COMMENTARY

The Supplier shall:

- 27.37 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 0 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.
- 27.38 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
- 27.39 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 0 and the dependencies between each.

ANNEX 2: UK PUBLIC SECTOR / CNI CONTRACT INFORMATION

The Supplier shall:

- 27.40 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - 27.40.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - 27.40.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 27.40.1.1 of this Annex 0 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
 - 27.40.1.3 involve or could reasonably be considered to involve CNI;

27.41 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within a directly accessible link.

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 22

CONDUCT OF CLAIMS

INDEMNITIES

- 28 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Agreement (the “**Indemnifier**”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “**Beneficiary**”).

28.1 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Agreement (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.

28.2 Subject to Paragraph 2, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and, subject to Paragraph 28.6, the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.

28.3 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 28.2

- a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
- b) the Indemnifier shall not bring the name of the Beneficiary into disrepute;
- c) the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
- d) the Indemnifier shall conduct the Claim with all due diligence.

28.4 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:

- a) the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 28.2

- b) the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or

- c) the Indemnifier fails to comply in any material respect with the provisions

SENSITIVE CLAIMS

28.5 With respect to any Claim which the Beneficiary, acting reasonably, considers is likely to have an adverse impact on the general public's perception of the Beneficiary (a "**Sensitive Claim**"), the Indemnifier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Beneficiary's prior written consent. If the Beneficiary withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Indemnifier shall only be liable to indemnify the Beneficiary in respect of that amount which would have been recoverable by the Beneficiary had it conducted the Sensitive Claim with all due diligence.

28.6 The Beneficiary shall be free at any time to give written notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any Claim, to which Paragraph 28.2 applies if, in the reasonable opinion of the Beneficiary, the Claim is, or has become, a Sensitive Claim.

RECOVERY OF SUMS

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

- a) an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
- b) the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

MITIGATION

28.8 Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

MODEL AGREEMENT SERVICES SCHEDULES

SCHEDULE 23

STAFF TRANSFER

Staff Transfer

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Former Supplier”		a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
“New Fair Deal”		the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including: (s) any amendments to that document immediately prior to the Relevant Transfer Date; (t) any similar pension protection in accordance with the Annexes Error! Reference source not found.-Error! Reference source not found. inclusive to Error! Reference source not found. of this Schedule as notified to the Supplier by the Authority;
“Notified contractor”	Sub-	a Sub-contractor identified in the Annex to this Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
“Old Fair Deal”		HM Treasury Guidance <i>“Staff Transfers from Central Government: A Fair Deal for Staff Pensions”</i> issued in June 1999 including the supplementary guidance <i>“Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues”</i> issued in June 2004;
“Replacement contractor”	Sub-	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
“Relevant Transfer”		a transfer of employment to which the Employment Regulations applies;

“Relevant Date”	Transfer	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Error! Reference source not found. and its Annexes, where the Supplier or a Sub-contractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Sub-contractor), references to the Relevant Transfer Date shall become references to the Operational Service Commencement Date;
“Service Transfer”		any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
“Service Date”	Transfer	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
“Staffing Information”		in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, all information required in Annex E2 (<i>Table of Staffing Information</i>) in the format specified and with the identities of Data Subjects anonymised where possible. The Authority may acting reasonably make changes to the format or information requested in 0 from time to time.
“Statutory Schemes”		means the CSPA, NHSPA or LGPA as defined in the Annexes to Error! Reference source not found. of this Schedule;
“Supplier's Supplier List”	Final Personnel	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
“Supplier's Provisional Personnel List”	Supplier	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
“Transferring Authority Employees”		those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;

“Transferring Former Supplier Employees”	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
“Transferring Supplier Employees”	those employees of the Supplier and/or the Supplier’s Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

INTERPRETATION

29. Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

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PART A: NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

PROCEDURE IN THE EVENT OF TRANSFER

- a.1 The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.
- a.2 If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - a) the Supplier shall, and shall procure that the relevant Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
 - b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- a.3 If an offer referred to in Paragraph [b](#) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- a.4 If by the end of the 15 Working Day period specified in Paragraph b):
 - a. no such offer of employment has been made;
 - b. such offer has been made but not accepted; or
 - c. the situation has not otherwise been resolved,
 - d. the Supplier and/or the Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

INDEMNITIES

- a.5 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of Paragraphs [a 8](#) to [a.4 b](#) and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph [a.8 4](#), the Authority shall:

- a) indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph a made pursuant to the provisions of Paragraph a 4 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph a made pursuant to the provisions of Paragraph a 4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- a.6 If any such person as is described in Paragraph a.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the 15 Working Day period such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.
- a.7 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to Paragraph b, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the Sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.
- a.8 The indemnities in Paragraph a 5

shall not apply to:

any claim for:

- a. discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- b. equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- c. in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

- ii. any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure; and
- b. shall apply only where the notification referred to in Paragraph a) is made by the Supplier and/or any Sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Effective Date.

PROCUREMENT OBLIGATIONS

29.9 Where in this 0 the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly

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PART B: EMPLOYMENT EXIT PROVISIONS

b) PRE-SERVICE TRANSFER OBLIGATIONS

29.10 The Supplier agrees that within 20 Working Days of the earliest of:

- 29.10.1.1 receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
- 29.10.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- 29.10.1.3 the date which is 12 months before the end of the Term; and
- 29.10.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

29.11 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:

- 29.11.1.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- 29.11.1.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

29.12 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1 and 2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

29.13 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1 and 2 shall be true

and accurate in all material respects at the time of providing the information.

29.14 From the date of the earliest event referred to in Paragraph 1 (a), 1 (b), 1 (c), the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

29.14.1.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

29.14.1.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including pensions and any payments connected with the termination of employment);

29.14.1.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

29.14.1.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

29.14.1.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

29.14.1.6 terminate or give notice to terminate the employment or

contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

29.15 During the Term, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

29.15.1.1 the numbers of employees engaged in providing the Services;

29.15.1.2 the percentage of time spent by each employee engaged in providing the Services;

29.15.1.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes (*Pensions*) of this [23](#) (*Staff Transfer*)(as appropriate); and

29.15.1.4 a description of the nature of the work undertaken by each employee by location.

29.16 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 29.16.1.1 the most recent month's copy pay slip data;
- 29.16.1.2 details of cumulative pay for tax and pension purposes;
- 29.16.1.3 details of cumulative tax paid;
- 29.16.1.4 tax code;
- 29.16.1.5 details of any voluntary deductions from pay; and
- 29.16.1.6 bank/building society account details for payroll purposes.

EMPLOYMENT REGULATIONS EXIT PROVISIONS

29.17 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

29.18 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any

periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.

29.19 Subject to Paragraph 1 and 2, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

29.19.1.1 any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

29.19.1.2 the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:

29.19.1.2.1 any collective agreement applicable to the Transferring Supplier Employees; and/or

29.19.1.2.2 any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;

29.19.1.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

29.19.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

29.19.1.4.1 in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

29.19.1.4.2 in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

29.19.1.5 a failure of the Supplier or any Sub-contractor to discharge or procure

the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

29.19.1.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

29.19.1.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

29.20 The indemnities in Paragraph 29.19 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

29.20.1.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental

changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

29.20.1.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

29.21 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

29.21.1.1 the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

29.21.1.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

29.22 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

29.23 If after the 15 Working Day period specified in Paragraph 5 b has elapsed:

29.23.1.1 no such offer of employment has been made;

29.23.1.2 such offer has been made but not accepted; or

29.23.1.3 the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

29.24 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 5 to 7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 29.23 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

29.25 The indemnity in Paragraph 8:

29.25.1.1 shall not apply to:

29.25.1.1.1 any claim for:

29.25.1.1.1.1 discrimination,
including on the grounds of sex, race, disability, age, gender reassignment,

marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

29.25.1.1.1.2 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

29.25.1.1.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

29.25.1.2 shall apply only where the notification referred to in Paragraph 29.21.1.1 is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within 6 months of the Service Transfer Date.

29.26 If any such person as is described in Paragraph 5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 5 to 7, such person shall be treated as a Transferring Supplier Employee.

29.27 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

29.27.1.1 the Supplier and/or any Sub-contractor; and

29.27.1.2 the Replacement Supplier and/or the Replacement Sub-contractor.

29.28 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

29.29 Subject to Paragraph 14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

29.29.1.1 any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

29.29.1.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:

29.29.1.2.1 any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

29.29.1.2.2 any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final

Supplier Personnel
List which the
Replacement
Supplier and/or
Replacement Sub-
contractor is
contractually bound to
honour;

29.29.1.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

29.29.1.4 any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

29.29.1.5 any statement communicated to or action undertaken by the Replacement Supplier or

Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

29.29.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

29.29.1.6.1 in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

29.29.1.6.2 in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-

contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

29.29.1.7 a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

29.29.1.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

29.30 The indemnities in Paragraph 29.29 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX B2: STAFFING INFORMATION

Please see attached separate document

EMPLOYEE INFORMATION (ANONYMISED)

Name of Transferor:

Number of Employees in-scope to transfer:

Completion notes

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

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

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

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

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

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

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

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

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

MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 24

KEY PERSONNEL

Key Personnel

30. For Supplier Key Personnel refer to Section 'E.4 Staffing' of Schedule 4.1 Supplier Solution.

Strand	lead	Organisation	Experience
Contract and Consortium Manager			
Support for Parent Carer Forums and Grant Management			
Strategic Participation of Parent Carers at National Level			
Development and Support for Strategic Participation of Children and Young People (National & Regional)			
Development and Support for Strategic Participation of Children and Young People (Local)			
Provision of a National Helpline and online support service			
Training Delivery and Support to LA SENDIASS			

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MODEL AGREEMENT FOR SERVICES SCHEDULES

SCHEDULE 25

PROCESSING PERSONAL DATA

Processing Personal Data

- b) This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

The contact details of the Authority's Data Protection Officer are: [REDACTED]

b.1

The contact details of the Supplier's Data Protection Officer are: [REDACTED]

b.2

- b.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

- b.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	The Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Clause 23.2 to 23.15 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data: <i>Processing of data relating to the application and monitoring processes of the DfE Parent Carer Forum grant, which Contact distributes on behalf of the DfE. Processing is necessary to ensure effective due diligence, application and monitoring of the grant and sufficient accountability for public funds.</i> <i>In addition to data relating to IAS , which is to support the function of this contractual provision.</i>
Duration of the processing	<i>The processing will be carried out for the duration of the contract period (1 April 2022 to 31 March 2025).</i> <i>With regards to the PCF grant application and monitoring data will be retained securely for a period of 7 years from the expiry of this contract, until 31st March 2029.</i>
Nature and purposes of the processing	c) Data is collected lawfully to enable Contact to process grant claims from Parent Carer Forums. This will enable Contact to complete any necessary due diligence checks.

	d) Contact will collect monitoring data from Parent Carer Forums to ensure that this grant is accounted for appropriately and that public money has been spent in line with the intended purpose. e) The purpose of this data collection is to enable Contact to process grant claims from Parent Carer Forums, distribute funding when the relevant conditions have been met and ensure that the funding is adequately monitored and that any fraudulent use of the grant is identified. For the purpose of this project, the processing is necessary to exercise a function of a Ministerial department and for the exercise of a function of a public nature that is in the public interest f) Data will be collected via online application form (using Formsite). This uses high-grade SHA-256 RSA encryption for secure (https) connections over TL the same level of security used by banks and other financial institutions. The AES-256 encryption algorithm is used to encrypt data at rest. Formsite utilises AWS servers with the appropriate Standard Contractual Clauses (SCCs) in place. AWS meets multiple ISO, SOC, and other standards including compliance certifications and attestations from third-party, independent auditors. Formsite is PCI 3.2 compliant. g) Data will be stored on Contact's secure VPN server. Contact's outsourced IT provider is Smartdesc. Smartdesc is listed on the GCloud framework, supplier no. 711622 - Smartdesc – Digital Marketplace. Smartdesc holds Cyber Essentials itself, and Contact are also an IASME approved CE Certification Body, as evidenced by the listing here: Certification Bodies - Iasme. Smartdesc will not hold access to Departmental data. h) Contact may sometimes need to make personal data available to other organisations. These might include contracted partners (who Contact has employed to process Parent Carer Forum data on its behalf) and/or other organisations (with whom Contact needs to share Parent Carer Forum data for specific purposes) including other government departments. i) Contact will seek consent to share anonymous information relating to certain monitoring questions with the National Network of Parent Carer Forums (NNPCF).
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	j) Information from relevant questions will be shared with KIDS and Council for Disabled Children as contracted consortium partners, to aid their mapping of children and young people's forums in England; this does not include personal data. k) Contact will seek consent to share anonymous data with the NNPCF on relevant sections of the monitoring form; this does not include personal data. l) Personal data from the grant monitoring return may be shared with fraud prevention agencies (the Police or Action Fraud) if requested, and fraud is suspected. Contact may need to share personal data with other funders of Parent Carer Forums (for example, local authorities) if fraud is investigated. This is for a public interest and to enable the protection of public money. μ) Contact may share information from grant application or monitoring forms if they assign a Contact associate to provide support to a Parent Carer Forum.
Type of Personal Data	<i>(a) Names of applicants and signatories</i> <i>(b) Business address of applicant</i> <i>(c) Personal address for expense/remuneration claims</i> <i>(d) Telephone number of applicant/personal phone number on claims</i> <i>(e) Business emails address / personal email addresses on claims or for some signatories</i> <i>(f) Forum bank account number (or grant holding organisation's bank account number)</i> <i>(g) Personal bank account details for expense/remuneration claims</i> <i>(h) Name of contact available in summer holidays for grant queries</i> <i>(i) Signature of applicants</i> <i>(φ) Signature of grant holders (if applicable)</i>
Categories of Data Subject	<i>a) Paid staff</i> <i>b) Self-employed or temporary staff</i> <i>c) Volunteers, including committee or steering group members and parent representatives.</i> <i>d) Parents attending events or meetings (expense and remuneration claims)</i> <i>e) Name, business address, phone number and job titles of local authority MOU provider</i> <i>φ) Supplier details, including business address and bank details.</i>

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Data will be retained digitally for 7 years after the end of the contract. This is to safeguard against fraud or misappropriation of funds. Contact will retain financial data, including proofs of expenditure and invoices, which may include personal data from expense and remuneration claim forms, and supplier details and bank accounts.</i>
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ANNEX A: CONTROLLER TO PROCESSOR STANDARD CONTRACTUAL CLAUSES

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:
Address:
Tel.; fax; e-mail:
Other information needed to identify the organisation
.....

(the data **exporter**)

And

Name of the data importing organisation:
Address:
Tel.; fax; e-mail:
Other information needed to identify the organisation
.....

(the data **importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;
- 'the data exporter' means the controller who transfers the personal data;

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

- ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- ‘the sub-processor’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

- (i) The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- (ii) The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

- (iii) The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- (iv) The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

ANNEX 1 that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

ANNEX 2 that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

ANNEX 3 that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

ANNEX 4 that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

ANNEX 5 that it will ensure compliance with the security measures;

ANNEX 6 that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that

its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

ANNEX 7to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

ANNEX 8to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

ANNEX 9that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

ANNEX 10that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer²

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - 2. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - 3. any accidental or unauthorised access; and
 - 4. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

- a) The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
- b) If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

- c) If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

- 1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - b. to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

- (a) The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer

under the Clauses³. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

- (b) The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- (c) The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely
- (d) The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

- c) The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- d) The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

³ This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

On behalf of the data exporter:

Name (written out in full):

Position:.....

Address:

Other information necessary in order for the contract to be binding (if any):

Signature

(stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:.....

Address:

Other information necessary in order for the contract to be binding (if any):

Signature

(stamp of organisation)

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ANNEX B

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the

processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 1. (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - (ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

Or

2. where otherwise provided by the law of the data exporter.

ANNEX C

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data Subjects

The personal data transferred concern the following categories of data subjects:

.....
.....
.....
.....

Purposes of the transfer(s)

The transfer is made for the following purposes:

.....
.....
.....
.....

Categories of data

The personal data transferred concern the following categories of data:

.....
.....
.....
.....

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

.....
.....
.....
.....

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

.....
.....

.....
.....

Data protection registration information of data exporter (where applicable)

.....
.....

Additional useful information (storage limits and other relevant information)

.....
.....

Contact points for data protection enquiries

Data importer

Data exporter

.....
.....
.....

.....
.....
.....

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

.....
.....
.....

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

.....
.....
.....

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

.....
.....
.....

Categories of data

The personal data transferred concern the following categories of data (please specify):

.....
.....
.....

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

.....
.....
.....

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

.....

.....
.....

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name:

Authorised Signature

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