

**(1) THE SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**AND**

**(2) Voice4Change England**

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**CONTRACT FOR THE SERVICES RELATING TO  
WINDRUSH COMPENSATION SCHEME COMMUNITY  
FUND**

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**And**

**Dated: 10<sup>th</sup> December 2020**

## TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following words and phrases shall have the following meanings:

**“Authority”** means the Secretary of State for the Home Department and where the context permits, references to the “Authority” in these Terms and Conditions shall include references to an employee of the Authority.

**“Authority’s Representative”** means the representative of the Authority whose details are notified to the Contractor, who shall have authority to act on behalf of the Authority in matters relating to the provision of the Services.

**“Claim Form”** means the Windrush Compensation Scheme Claim Form, 3 versions Main Claimant, Close Family, or Estates to be completed by claimants who are eligible to submit a claim for compensation under the Scheme.

**“Commencement Date”** means 7<sup>th</sup> December 2020

**“Condition”** means any one or more of these Terms and Conditions.

**“Contract”** means this agreement.

**“Contractor”** means the person, firm or company whose name appears as the addressee in the Purchase Order.

**“Contractor Personnel”** means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any of its sub-contractors engaged in the performance of the Contractor’s obligations under the Contract.

**“Data Protection Legislation”** means:

- (a) the GDPR, the LED and applicable implementing laws;
- (b) the DPA 2018, to the extent that it relates to the processing of Personal Data and privacy;

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- (c) all applicable laws relating to the processing of Personal Data and privacy.

**“Former Contractor”** means a supplier supplying the Deliverables to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

**“Former Contractor Personnel”** means all directors, officers, employees, agents, consultants and Contractors of the Former Contractor and/or of any of its Sub-contractors engaged in the performance of the Contractor’s obligations under the Contract.

**“Key Personnel”** means any person named on the Purchase Order as key personnel or any person who the Authority notifies the Contractor is to be regarded as key personnel during the course of provision of the Services.

**“Order Number”** means the unique number that appears on the Purchase Order.

**“Parties”** means the Authority and the Contractor.

**“Personal Data”** means as it as it defined in the General Data Protection Regulation (Regulation (EU) 2016/679).

**“Premises”** means any land or building where the Services are to be performed as specified in the Purchase Order.

**“Price”** means the price or rate for the Services given in the Purchase Order.

**“Purchase Order”** means an order for services served by the Authority on the Contractor which includes:

- an Order Number;
- the name of the Contractor;
- the Contractor’s address for communications;
- details of the Authority’s invoicing address;
- a description of the Services (including any relevant timescales for completing them);
- the Price or rate applicable to the Services;
- details of Key Personnel;
- details of any Premises;

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- contact details for the Authority buyer contact; and
- any particular terms applying to the services which are additional to these Terms and Conditions.

**“Services”** means the services described in the Purchase Order.

**“Sub-contract”** means any contract or agreement (or proposed contract or agreement, other than the Contract, pursuant to which a third party:

- Provides the Services (or any part of them);
- Provides facilities or services or services necessary for the provision of the Services (or any part of them); and/or
- Is responsible for the management, direction or control of the provision of the Services (or any part of them);

**“Sub-contractor”** means any person other than the Contractor, who is a party to a Sub-Contract and the servants or agents of that person.

**“Terms and Conditions”** means these terms and conditions for the supply of Services.

**“VAT”** means value added tax in accordance with the provisions of the Value Added Tax Act 1994

**“Working Day”** means any day other than a Saturday, Sunday or public holiday in England and Wales, unless otherwise agreed between the Parties;

- 1.2 The headings in these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.
- 1.3 Where the context permits, the use of the singular shall be construed to include the plural, and the use of plural the singular, and the use of any gender shall include all genders.
- 1.4 References to an Act of Parliament shall be deemed to include any subordinate legislation of any sort made from time to time under that Act.
- 1.5 References to any statute, enactment, order, regulation, code or similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code or instrument as subsequently amended or re-enacted.

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### 2. GENERAL

- 2.1 These Terms and Conditions together with the relevant Purchase Order and any other document, plan or specification referred to in the Purchase Order constitute the contract between the Parties for the Services (the “**Contract**”).
- 2.2 In the event of any conflict between a clause in these Terms and Conditions and a term of the Purchase Order, these Terms and Conditions shall prevail.
- 2.3 The Contract constitutes the entire agreement between the Parties relating to the Services and replaces all previous negotiations, agreements, understandings and representations, whether oral or in writing. However, nothing in the Contract shall limit or exclude any liability for fraud.
- 2.4 Nothing in this Contract shall have the effect of making the Contractor an agent, servant or employee of the Authority.

### 3. THE SERVICES

- 3.1 The Contractor shall provide the Services set out in Schedule 1 (Statement of Requirements).
- 3.2 The Contractor shall perform the Services:
- a. with reasonable care and diligence;
  - b. in accordance with industry best practice and using the best available techniques and standards;
  - c. using staff who have appropriate skills, qualifications and experience;
  - d. using the appropriate number of staff; and
  - e. to the reasonable satisfaction of the Authority’s Representative.
- 3.3 The Contractor shall provide all plant, equipment and materials necessary for the performance of the Services except as otherwise agreed with the Authority. All plant, equipment and materials shall be at the Contractor’s risk. The Price shall include the costs of haulage of plant, equipment and material to the Authority’s Premises and their removal after the Services are complete.
- 3.4 The Contractor shall not place or cause to be placed any orders with third parties or otherwise incur any liabilities to third parties in the name of the Authority without the prior written consent of the Authority’s Representative.

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- 3.5 The Contractor will ensure that there are no conflict of interests when handling and administering the Community Fund, and will ensure an ethical wall is preserved where necessary.

### 4 TIME OF PERFORMANCE

- 4.1 The Contract shall take effect on the Commencement Date and unless extended pursuant to clause 4.2, shall expire automatically on 28 September 2022, unless it is terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

- 4.2 This Contract may be extended by the Authority on giving not less than 3 months' written notice to the Contractor for such additional period or periods as the Authority may specify, up to a maximum total Contract period of 3 years from the Commencement Date.

- 4.3 The Authority may by written notice as set out in Schedule 3 (Contract Change Control Schedule) require the Contractor to execute the Services in such order as the Authority may reasonably decide. In the absence of such notice the Contractor shall submit such detailed programmes of work and progress reports as the Authority may from time to time require.

- 4.4 The Contractor shall notify the Authority immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.

- 4.5 In the event that the Contractor fails to meet a date or dates set out in the Contract it shall, on the request of the Authority, and without prejudice to the Authority's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to the Authority.

### 5. REJECTION OF SERVICES

- 5.1 The Authority may at any time serve a notice on the Contractor if, in the Authority's reasonable opinion, the Authority considers that the Contractor has failed to comply with these Terms and Conditions and associated Schedules, in any material way in its delivery of the Services, that is not capable of remedy.

- 5.2 Following receipt of the notice described in Clause 5.1 and in consultation with the Authority, the Contractor shall have 10 Working Days (or such other period as the Parties may agree in writing) during which the Contractor shall resolve the issues with the delivery of the Services which caused the notice to be served.

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5.3 If the Contractor fails to resolve the issues which caused the notice described in Clause 5.1 to be served to the reasonable satisfaction of the Authority within 10 Working Days (or such other period that the Parties have agreed in writing), the Authority shall be entitled to terminate this Contract or any part of the Services.

5.4 The Contractor shall remove and/or re-execute (at the choice of the Authority) any work that has been rejected by the Authority.

### **6. CONTRACTOR'S PERSONNEL**

6.1 The Contractor shall make the Key Personnel available for the purposes of the Services and shall not make any changes in the Key Personnel without the prior recorded approval of the Authority, such approval not to be unreasonably withheld. Separate to this contract, a written record of Key Personnel will be agreed by the parties to this contract and maintained throughout the life of the contract.

6.2 All staff will be governed by clause 3.5, including but not limited to Kunle Olulode, in terms of any conflict of interest and will not take part in any matter where there is any need for an ethical wall. The main channels of communication and decision-making regarding delivery of the project will be as outlined in clause 22.3.

6.1 The Contractor shall ensure that at all times any persons involved in the delivery of the Services are sufficiently trained and experienced to ensure the successful and effective delivery of the Services.

6.2 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of any act of Parliament relating to discrimination in employment. The Contractor shall take all reasonable steps to secure the observance of these provisions by all servants, Sub-contractors or agents of the Contractor.

6.3 The Authority confirms that the Transfer Of Undertaking (Protection of Employees) Regulations 2006 (as amended) does not apply at the commencement of this contract. However, in the event that the Authority procures a replacement contractor it is understood that these Regulations may apply at that point. The Contractor will comply with its obligations as set out in Schedule 5 (Staff Transfer) to this contract, relating to the section titled "Staff Transfer On Exit".

### **7. NOT USED**

### **8. PAYMENT**

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- 8.1 In consideration of the carrying out of the Services, by the Contractor the Authority shall pay the Contractor the Price as set out in Schedule 2 (Cost Schedule).
- 8.2 The Contractor shall submit an invoice for the Services to the Authority's address for invoices given in the Purchase Order. The invoice shall contain the Order Number, a description of the Services carried out and the Price payable.
- 8.3 In respect of the payments detailed in Schedule 2, the Authority shall pay the Contractor within 5 days of receipt and agreement of invoices submitted monthly in arrears, for work completed to the satisfaction of the Authority.
- 8.4 In addition to the Price, the Authority shall pay the Contractor a sum equivalent to any Value Added Tax (within the meaning of the Value Added Tax Act 1994) chargeable in respect of the Services. Value Added Tax shall be shown as a separate item on the Contractor's invoice.
- 8.5 Valid invoices not paid in accordance within clause 8.3 and 8.4 are subject to interest at the rate of 2% above the base rate from time to time of Barclays Bank Plc. This clause 8.5 is a substantial remedy for late payment of any sum payable under the Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

### **9. RECOVERY OF SUMS DUE**

- 9.1 If any sum is recoverable from or payable by the Contractor under this Contract, that sum may be deducted from any sum then due or which at a later date becomes due to the Contractor under the Contract.

### **10. AUDIT**

- 10.1 The Contractor shall keep and maintain until two years after the Contract has been completed records to the satisfaction of the Authority of all expenditures that are reimbursable by the Authority. These records shall include records of the hours worked and costs incurred by the Contractor, or any employees of the Contractor, in connection with the Services. The Contractor shall on request afford the Authority or any person reasonably specified by the Authority such access to those records as may be reasonably required by the Authority in connection with the Contract. For the avoidance of doubt, such access shall only be provided on the basis that all such records that contain personal data (as that term is used in the Data Protection Act 2018, Schedule 3) shall be provided by the Contractor on an anonymised basis, with unique case identifier; e.g. an Authority case reference number.

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### 11. INTELLECTUAL PROPERTY

- 11.1 The Contractor hereby grants the Authority a non-exclusive, perpetual, irrevocable and royalty-free licence to use the anonymised reporting information produced as part of the Services. This Condition shall survive the termination of this Contract.
- 11.2 The Authority grants to the Contractor a royalty-free and non-exclusive licence to use the Authority's word mark and logo which the Contractor reasonably requires in order to fulfil its obligations under this Contract, including but not limited to its obligations to publicise the Project. All such use to be approved by the Authority in advance.
- 11.3 The Contractor shall comply with the Authority's branding guidelines and shall not use any other branding, including its own, other than as set out in the Authority's branding guidelines or as otherwise agreed with the Authority.
- 11.4 Save where the Services uses documentation and materials supplied by the Authority, the Contractor warrants that none of the documentation and materials used or created as part of the Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.
- 11.5 The Contractor shall indemnify the Authority against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and Authority basis) which the Authority may incur as a result of or in connection with any breach of Condition 11.4.

### 12. HEALTH AND SAFETY

- 12.1 The Contractor shall notify the Authority of any health and safety hazards which may arise in connection with the performance of this Contract.
- 12.2 Where the Services are being carried out at land or premises owned or occupied by the Authority, the Authority shall notify the Contractor of any health and safety hazards which may exist or arise at its premises and which may affect the Contractor. The Contractor shall draw these hazards to the attention of any of its employees, Sub-contractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

### 13. CONFIDENTIALITY AND OFFICIAL SECRETS

- 13.1 The Contractor undertakes to comply and to procure that its employees comply with the provisions of the Official Secrets Acts 1911 to 1989.
- 13.2 The Contractor undertakes to keep secret and not to disclose and to procure that its employees, sub-contractors and agents keep secret and do not disclose any

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information of a confidential nature which it has obtained by reason of this Contract. Nothing in this Condition applies to information which is already in the public domain or the possession of the Contractor other than by reason of breach of this Condition. This Clause 13.2 does not preclude the Contractor from using information obtained in relation to this contract for the purposes of its campaigns and its advocacy work.

13.3 The provisions of this Condition shall survive the termination of this Contract however that occurs.

13.4 As an independent charity representing Britain's Black, Asian and minority ethnic communities, the Contractor shall be entitled to comment publicly in respect of all matters affecting the Windrush generation as long as it is not doing so while carrying out its obligations under this specific contract.

### 14. LIABILITY CAPS

14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.

14.2 Subject always to clauses 14.3:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 100% of the Charges paid to the Contractor; and

14.2.2 except in the case of claims arising under clause 14.3, in no event shall the Contractor be liable to the Authority for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

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- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or any other matter which, by law, may not be excluded or limited.
- 14.3.3 The Contractors liability will not be limited except by law.

### 15. INDEMNITY AND INSURANCE

- 15.1 Without prejudice to any rights or remedies of the Authority, the Contractor shall indemnify the Authority against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which the Authority may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Services or any negligence or breach of this Contract by the Contractor.
- 15.2 The Contractor warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the indemnities under this Contract. At the request of the Authority the Contractor shall produce the relevant policy of insurance together with evidence of payment of its latest premium.

### 16. CHANGE CONTROL

- 16.1 This Contract may not be varied or amended unless the Variation or amendment is in accordance with Schedule 3 (Contract Change Control Schedule) and agreed by authorised representatives of both the Authority and the Contractor.
- 16.2 The price for any Variation (if applicable) shall be the fair and reasonable price taking into account the market price available to the Authority for services which are similar to the Services. The Contractor shall supply the Authority with all information necessary to allow the Authority to ascertain whether the price is fair and reasonable.
- 16.3 If any change is agreed to anything included on the Purchase Order, the Authority reserves the right to issue a replacement Purchase Order. These Terms and Conditions shall apply to any replacement purchase order as if it were the original Purchase Order.

### 17. DATA PROTECTION

- 17.1 The Parties agree that the provisions of Schedule 4 shall apply to any processing of Personal Data under this Contract.

### 19. ASSIGNMENT OR SUB-CONTRACTING

- 19.1 The Contractor shall not assign nor sub-contract any part of the Services without the prior recorded consent of the Authority, such consent not to be unreasonably withheld.

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19.2 For the avoidance of doubt, the Authority consents to the Contractor sub-contracting Services to other Sub-contractors across the United Kingdom for the purpose of delivering the Services.

19.3 Sub-contracting of this Contract shall in no way relieve the Contractor of its obligations under the Contract.

19.4 Where the Contractor enters a sub-contract for the purpose of performing this Contract, it shall ensure that the sub-contract includes a term requiring the Contractor to pay that Sub-contractor within 30 days of receipt of a valid invoice.

### **20. RIGHTS OF THIRD PARTIES**

20.1 This Contract shall not create any rights which are enforceable by anyone other than the Parties.

### **21. TERMINATION**

21.1 The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:

- a) (where the Contractor is an individual) if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or if the Contractor makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs;
- b) (where the Contractor is a firm; or a number of persons acting together in any capacity) if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or
- c) where the Contractor is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

21.2 The Authority shall be entitled to terminate this Contract by notice to the Contractor with immediate effect if:

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- a) any of the events described in Condition 21.1 occurs;
- b) the Contractor has committed a material breach of this Contract and (if such breach is capable of remedy) has failed to remedy such breach within ten days of being required by the Authority in writing to do so; or
- c) (where the Contractor is an individual), if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983.

21.3 The Authority shall have the right to terminate the Contract (or to terminate the provision of any part of the Services) at any time by giving 3 months' written notice to the Contractor. The Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension (such agreement not to be unreasonably withheld or delayed). Where the Authority terminates the contract under this clause the Contractor will be entitled to recover the unavoidable costs of termination subject to the Contractor presenting the evidence of costs that are unavoidable (which shall include but not be limited to costs of redundancy; breaking contracts with third party suppliers and meeting existing grant commitments).

21.4 The Contractor may, by issuing a Termination Notice to the Authority, terminate this Contract if:

21.4.1 the Authority fails to pay an undisputed sum due to the Contractor under this contract which in aggregate exceeds the average of monthly of charges due in to be paid by the Authority, in each of the previous two (2) months and such amount remains outstanding 20 Working Days after the receipt by the Authority of a notice of non-payment from the Contractor. or

21.4.2 If in the reasonable opinion of the Contractor the Authority has brought or risks bringing the reputation of the Contractor into disrepute. If the Authority disputes the reasonable opinion of the Contractor that is pursuant to clause 21.4.2 the parties shall defer to the process detailed in clauses 24.2 – 24.5.

This contract shall then terminate on the date specified in the Termination Notice (which shall not be less than 20 Working Days from the date of the issue of the Termination Notice);

Nothing in this clause limits the Contractors rights under clause 8.5.

## 22. NOTICES

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- 22.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and must be delivered in person, by e-mail or sent by post. Communications must be sent to the address for communications given (which may be altered at any time by the altering Party giving the other Party 15 days' notice of a changed address). Communications to the Authority must be sent to its address given for the nominated buyer contact and not to its address for invoices.
- 22.2 A notice or communication shall be deemed to have been received immediately if communicated in person, received electronically by e-mail, 2 Working Days after posting in the case of first class delivery and 4 Working Days after posting in the case of second class delivery, unless the receiving Party proves otherwise.

- 22.3 The following identifies the individuals for either party to whom formal communications will be sent:

Details	Voice4Change England	Home Office
Name	REDACTED	REDACTED
Position	REDACTED	REDACTED
Contact details	REDACTED	REDACTED
Contact 2	REDACTED	REDACTED
Contact 3	REDACTED	REDACTED

- 22.4 For other non-formal communication the arrangements set out at clause 6.1 shall apply.

### 23. FREEDOM OF INFORMATION

- 23.1 The Contractor and the Authority shall comply with the Freedom Of Information Act 2000 (the "FOI Act") so far as applicable, any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner, in relation to the provision of the Services.
- 23.2 The Contractor agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Contract and/or the provision of the Services.

### 24. DISPUTES AND MEDIATION

- 24.1 Before resorting to litigation, the Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract.

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- 24.2 If the Parties are unable to resolve the dispute, either party may, at any time, refer the dispute to mediation by a mutually agreed neutral advisor or mediator (the “**Mediator**”).
- 24.3 If the Parties are unable to agree on a Mediator within 7 days of the request by one Party to refer the dispute to mediation, they shall apply to the Centre for Dispute Resolution to appoint a Mediator.
- 24.4 The Parties shall seek to agree directions for how the mediation is conducted and, failing agreement, they shall seek directions from the Mediator.
- 24.5 If the Parties reach agreement on the resolution of their dispute, the agreement shall be reduced to writing and shall be binding.

**25. GOVERNING LAW**

- 25.1 The Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

For and on behalf of Contractor:

For and on behalf of the Authority

**Name:** REDACTED  
**Position** Trustee  
Voice4Change England  
**Signature:** REDACTED  
**Date:** 10 December 2020

**Name:** REDACTED  
**Position** Commercial Lead (HOCD  
UKVI Commercial Business  
Partner Team)  
**Signature:** REDACTED  
**Date:** 10 December 2020

## SCHEDULE 1 – STATEMENT OF REQUIREMENTS

### Windrush Community Fund Administration Service

#### 1. Introduction & Background:

- 1.1. In March 2020 the Home Secretary announced a £500,000 Community Fund for community and grassroots organisations to help promote and raise awareness of the Windrush Scheme and Windrush Compensation Scheme. By providing this funding the Community Fund will support the Home Office in its commitments to right the wrongs for the Windrush generation by increasing the support to community groups and those operating at a local grassroots level and reaching more individuals, families and communities that may have been affected.
- 1.2. Activity delivered by funded organisations complements Home Office grassroots communications, which focus on reaching priority communities through tailored media partners and local campaign ambassadors who help build trust in the schemes and encourage application. These are underpinned by a national advertising campaign that aims to ensure wider awareness among the priority audiences. The Community Fund will run across two phases (which may be subject to change):
  - Phase 1 cycle: Feb 2021 – March 2022
  - Phase 2 cycle: April 2021 – August 2022

#### 2. Scope Of The Services

- 2.1. The overarching scope of the services includes:
  - Open and launch the Community Fund grant
  - Process grant applications including submitting information to Home Office and providing feedback to applicants
  - Process grant funding to successful applicants
  - Monitor projects
  - Evaluation and close

#### 3. Grant Administration Partner Role

- 3.1. The Home Office has worked closely with the Windrush Cross-Government Working Group (stakeholders and other government departments) to design the Windrush Community Fund and ensure that it complements other activity and aligns with our strategic priorities. The Group will continue to play a key role in assessing bids and providing assessments for successful bids to the Home Secretary.

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- 3.2. The grant administration partner only has responsibility for administering the Windrush Community Fund and is not connected with and has no responsibility for any other Windrush Compensation Schemes.
- 3.3. The grant administration partner (Contractor) will have responsibility for:
  - Openly and transparently publicising the Community Fund to potential applicants across the United Kingdom
  - Gathering and assessing applications against the application criteria and managing all queries relating to the Community Fund throughout its duration
  - Monitoring and evaluating grant-awarded projects
  - Managing and maintaining all internal records and accounts to the standard required by the Home Office
- 3.4. Decisions on funding and monitoring evaluation reports will be made by the Windrush Cross-Government Working Group and the Home Office.
- 3.5. The Contractor has responsibility for publicising the Community Fund, managing requests for applications from interested community organisations, issuing grant application papers, gathering and assessing grant applications and answering all queries relating to the Community Fund throughout its duration. All queries should have a response back within 3 working days.
- 3.6. The Contractor will be responsible for providing an assessment on each grant funding application to the Home Office Windrush Team in a format to be agreed with the Home Office team.
- 3.7. The Contractor will also monitor and evaluate the likely success of grant funded projects and make assessments on the award of grants to the Authority. Final decisions on funding will be made by the Windrush Cross-Government Working Group and the Home Office. The Contractor will be responsible for providing feedback to both successful and unsuccessful applicants,
- 3.8. The Contractor will be responsible for monitoring the progress of grant funded projects and provide support as it deems necessary to Grant Holders to aid the successful delivery of projects. The Contractor will provide regular updates on the progress of projects to the Authority in a format and frequency to be agreed with the Authority.
- 3.9. Where the Contractor identifies a) that a project is failing to meet its stated aims; or b) a non-compliance with the terms of the grant it will provide reasonable assistance to the Grant Holder to try to recover the project. Where the Contractor is of the view that the issues with the project are not capable of remedy, the Contractor will notify the Authority at the earliest

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opportunity, making a recommendation to the Authority on a course of action by the Authority. Assessments should be accompanied by sufficient information as to allow the Authority to make a final decision on action to be taken in respect of the Grant Holder and continued funding. The Authority will be responsible for communicating and implementing any decision that they make.

**4. Bid Application Journey / Process steps:**

4.1. The following is the timetable for delivery of the Services, which may be subject to revision(separate to this contract but in writing) with the agreement with both parties:

Activity	Activity Owner	Start Date	Lead Time For Completion
Round 1 of Grant Funding			
Contract Signed	V4C/HO	TBC Dec 20	1 Day
Agreement in principle confirming start of work	HO/V4C	4 <sup>th</sup> Dec 20	1 Day
Authority Issue Application Documentation to V4C	HO	4 Dec 20	1 Day
Preparation of Application Materials & Process.	V4C	7 Dec 20	4 Days
Authority Approval of Documentation & Launch Grant Application Process.	HO	10 Dec 20	1 Day
Launch of Grant Application Process	HO	11 Dec 20	1 Day
Commence V4CE promotion of Grant Application Process	V4C	15 <sup>th</sup> Dec 20	1 Day
Handling Grant Application Process	V4C	11 Dec 20	Ongoing
Manage requests for application forms and handle enquiries from potential applicants	V4C/HO	11 Dec 20	11th February 2021
Host Bidder Events (Two)	V4C	11 Jan 21	1 Day
		18 Jan 21	1 Day
Deadline for Grant Applications	V4C	12th Feb 21	1 Day

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Activity	Activity Owner	Start Date	Lead Time For Completion
Check Applications for Completion, assess applications received / make assessments to the Home Office including agreed due diligence	V4C	5 <sup>th</sup> March 21	15 Days (an extension of more than 15 days tbc after discussions with HO governance)
Home Office Governance and communication of Decision to V4C (sub group sift results)	HO	5 <sup>th</sup> March 21	7 Days (dates tbc)
Cross -gov't working group results		12 March 21	1 Week (dates tbc)
Short List to Home Secretary	HO	19 March 21	1 week
Communication of Decisions and Feedback to V4C to provide to applicants and release £300k to V4C ready to transfer to projects	HO/V4C	22 March 21	1 Day
Preparation and Signing of Grant Agreements and Release Funds o projects by BACS transfer (same day)	V4C/HO	26 March 21	1 Week
Management and Monitoring of Grant Agreements	V4C/HO	26 March 22	12 Months
<b>Round 2 of Grant Funding</b>			
Launch Grant Application Process	V4C	1 April 21	1 Day
Manage requests for application forms and handle enquiries from potential applicants	V4C	1 April 2021	29 <sup>th</sup> June 21
Hold Bidder Day Event (Two)	V4C	21 <sup>st</sup> April 21	1 Day
		13 <sup>th</sup> May 21	1 Day
Deadline for Grant Applications	V4C	30 June 21	1 Day
Check Applications for Completion, assess applications received / make	V4C	21 July 21	3 Weeks

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Activity	Activity Owner	Start Date	Lead Time For Completion
assessments to the Home Office			
Home Office Governance and communication of Decision to V4C	HO	11 Aug 21	3 Weeks
Communication of Decisions and Feedback provided to applicants	V4C	16 Aug 21	5 Days
Preparation and signing of Grant Agreements and Release Funds	V4C/HO	23 Aug 21	7 Days
Managing and Monitoring of Grant Agreements	V4C	24 Aug 22	12 months
Project Review and Closure			
Evaluation	V4C/HO	28 <sup>th</sup> Sept 22	5 Weeks

#### 4.2. Following the signing of the Contract:

- The Contractor will, within 5 working days, provide the Authority with a detailed plan for the delivery of the Services in relation to Round 1 of the grant funding application process; and
- The Contractor will, after evaluation of Round 1 processes, provide the Authority with a detailed plan for the delivery of the Services in relation to Round 2 of the grant funding application process.

### 5. **Authority Responsibilities**

#### 5.1. The Home Office and its nominated partners (third parties carrying activities on behalf of the Home Office) will be responsible for the following activities:

- Grant Application Process
  - Support the Contractor in the development of the grant application process by providing necessary materials, advice and support as deemed necessary;
  - Signposting potential grant applicants to the Contractor;
  - Acknowledging receipt of grant application assessments made to the Home Office by the Contractor;

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- Referring any queries on grant application submissions directly received by the Home Office back to the Contractor. The Contractor may need to come back to the Home Office in order to make a proper response to the query.
- Managing the governance and approval process for decisions on the award of grants;
- Notifying the Contractor of the outcome of grant application decisions;
- Providing feedback to the Contractor on submissions made to assist with the notification of grant application outcomes to grant applicants;
- Home Office to manage and organise meetings with the Contractor through the life of the contract; meetings to be organised according to an agreed schedule which will be agreed within 5 working days of signing the contract.

### **6. Promotion of The Grants Programme**

- 6.1. The Contractor will work with the Home Office to promote the grants programme to potential applicants. This will include circulating information to relevant stakeholders and using V4CE and stakeholder existing contacts.
- 6.2. The Contractor will also organise and run Bidders Days to offer opportunities for potential applicants to find out more about the grants programme. The Home Office and Windrush sub-group committee will be part of this. The events will be promoted through the Contractor's networks and contacts locally and nationally as well as creating and managing invitations and invite lists, responding to queries and monitoring attendance. Question and Answers sessions will be offered to potential bidders and a Frequently Asked Question sheet provided. The role and responsibilities of the Contractor will be clarified at these days.
- 6.3. The Contractor will provide a Promotion Plan to the Home Office which will set out how promotion is being managed. Progress reports and any relevant updates will be provided according to the schedule of meetings.
- 6.4. All promotion events must be managed in accordance with Covid-19 regulations.

### **7. Programme Management**

- 7.1. In order to meet the overall objectives of the Windrush Community Fund, the Contractor will work with the Home Office to develop a grants programme that is accessible to encourage relevant groups to apply. It will be clear about its aims and the purpose of funding; and flexible to accommodate the needs and opportunities within communities across the United Kingdom.

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- 7.2. After the grants programme has been launched, organisations can then submit applications directly to the Contractor, where they will be processed and recorded. **Updates according to an agreed schedule to be agreed five days after signing the Contract will be sent to the Home Office each Monday** with a report on applications received the previous week and the requested amounts, as well as any other relevant data about the types of proposed activities. **More detailed progress (dates to be agreed in the schedule referred to above) reports and meetings will be used to discuss progress and next steps, highlight risks and issues and how these are being managed.** If potential applicants have questions about the grants programme, they can contact the Contractor for clarification. If there is a need for clarification from the Home Office this will be according to the standard for responses.
- 7.3. As the Contractor is processing applications, the Contractor will assess them against the agreed criteria and priorities and provide a score based on weighting. The Contractor will make reasonable efforts to contact applicants for clarification as and when appropriate.
- 7.4. The Contractor will be responsible for ensuring that it only selects Sub-contractors that it is satisfied have the capability and capacity to perform relevant parts of the Contractors obligations under the contract, to the standard required.
- 7.5. The Contractor will perform due diligence on capability to deliver against all selected applications to the standards required. Capability standards are checking: constitution, bank account, reference and finance.
- 7.6. After all applications have been processed, the Contractor will provide assessments to the Home Office for consideration. The Home Office will communicate their decisions to the Contractor to inform applicants.

### **8. Equality and Diversity**

- 8.1. The Contractor will ensure that the promotion of and handling of the grant application process will be inclusive and accessible. The Contractor will meet the needs of all grant applications, as far as it is reasonable, as defined by the Equality Act 2010.
- 8.2. The Contractor will treat grant applicants in a way that respects any religious or cultural sensitivities and ensure adherence with the Equality Act 2010.

### **9. Monitoring & Evaluation on Grant Applications:**

- 9.1. The Contractor will (working with the Home Office) produce Impact Reports and Participant Feedback Forms, which are to be sent to funded projects with the award letter, to help projects reflect on their work and evaluate its impact on the outcomes. This would be accompanied by short guides to help projects with reporting on their work.

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- 9.2. As funded projects proceed with their activities, the Contractor should maintain regular communication with them to check progress of projects and identify whether any additional support or advice may be required. Where an organisation may be struggling to deliver on its proposal, the Contractor should liaise with the Home Office at their earliest opportunity to decide on the best course of action to support the grant holder.
- 9.3. Upon project completion, the Contractor will request that organisations complete Impact Reports and submit Participant Feedback Forms, to be sent to the Home Office in order that it can evaluate the success of projects in achieving Windrush aims.

### Aims

- 9.4. The purpose of the grant funding scheme evaluation is to assess the impact and effectiveness of the Windrush Community Fund in the successful delivery of outcomes.
- 9.5. The stated aims of the Windrush Community Fund are:
- To provide clear, helpful and timely information to communities about the Windrush Scheme and the Windrush Compensation Scheme
  - By providing this funding the Community Fund will support the Home Office in its commitments to right the wrongs for the Windrush generation by increasing the support to community groups and those operating at a local grassroots level and reaching more individuals, families and communities that may have been affected.
- 9.6. The evaluation will assess how well, and to what extent the scheme delivers on these aims. The Home Office and the Windrush sub-group will work with the Contractor to identify learning that the evaluation will need to cover. The evaluation will also shed light on the operational effectiveness of the Community Fund scheme and offer assessments for improvement.

### Evaluation Participants

- 9.7. The Contractor will identify a suitably qualified person to lead the evaluation.
- 9.8. The Contractor will not change the person in the above role without the prior approval of the Home Office.

### Methodology

- 9.9. The evaluation methodology will be agreed by the Contractor and the Home Office by the 24th August 2022. This will include a timetable of key tasks and timeframes.

**SCHEDULE 2 – COST SCHEDULE**

**1. Charges**

- 1.1. The Contractor shall provide the Services in consideration of the Authority paying the Changes (Fees) set out in this Schedule 2.
- 1.2. The Authority shall not be liable for any charges in addition to those set out in this Schedule 2.
- 1.3. All charges in the Schedule are inclusive of VAT.

**2. Contractor's Costs**

- 2.1. The following table sets out the Contractor's costs for the provision of the services carried out under this contract. This is the maximum sum due and payable by the Authority:

<b>Activity</b>	<b>Cost</b>
Salaries (including on-costs)	REDACTED
Rent and Overheads	REDACTED
Project Costs	REDACTED
Promoting the Fund	REDACTED
Equipment	REDACTED
Expenses	REDACTED
<b>Total Contractor Costs (Incl. VAT)</b>	REDACTED

**3. Fixed Monthly Fee**

- 3.1. The following is the fixed monthly Management Fee, payable in respect of the services provided each month from December 2020 to September 2022.

<b>Fixed Monthly Charge</b>	<b>Fee</b>
Monthly Management Fee	REDACTED
Total Number of Months Due	REDACTED
<b>Total Management Fee Payable</b>	REDACTED

**4. Milestone Payments**

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- 4.1. On receipt of a valid invoice, the Authority will make the following fee payments to the Contractor:

Milestone	Fee	Invoice Date
Promoting the fund	REDACTED	REDACTED
Equipment	REDACTED	REDACTED
Insurance	REDACTED	REDACTED
Promoting the fund	REDACTED	REDACTED
Evaluation	REDACTED	REDACTED
Total Milestone Payments	REDACTED	REDACTED

- 4.2. All invoices submitted should be accompanied by the evidence of costs incurred or costs to be incurred as due under an invoice,
- 4.3. The dates above relate to the month in which payment is due to be received by the Contractor.

### 5. Indexation

- 5.1. Charges during the contract period will not be subject to indexation.

### 6. Financial Management of Windrush Community Grant Funds

- 6.1. The Contractor will act on behalf of the Authority in the distribution of grant funding to be provided to Grant Recipients under the Windrush Community Fund Scheme. Only those funds approved by the Authority and certified by the Contractors as valid and due, in accordance with Schedule 1 (Statement of Requirements) are to be paid to Grant Recipients.
- 6.2. The Authority and Contractor will agree and maintain a schedule of funding to cover a) funds to be paid to Grant Recipients; and b) funds to be paid to the Contractor by the Authority, to facilitate payments to Grant Recipients.
- 6.3. All grant money, to be paid to the Grant Recipient, by the Contractor and provided by the Authority, will be held by the Contractor in an account that is clearly identifiable and ringfenced for sole purpose of this contract. The account shall be used solely for the purpose of managing payments to Grant Recipients. This account shall not be used for any other purpose by the Contractor.

**SCHEDULE 3 - CONTRACT CHANGE CONTROL SCHEDULE**

- 1.1 This Contract shall not be varied unless such variation is made in writing by means of a Change Control Notice as set out in this Schedule 3.
- 1.2 In the event of an emergency, the Authority shall have the right to vary the Contract by way of oral instructions or any other informal means given by the Authority Representative which shall be confirmed by the issue of a Change Control Notice within 7 Working Days.
- 1.3 The Contractor may request a Variation provided that:
- 1.3.1 the Contractor shall notify the Authority Representative in writing of any additional or changed requirement which it considers should give rise to a Variation within 5 Working Days of such occurrence first becoming known to the Contractor; and
  - 1.3.2 any purported Variation shall be fully supported by a quotation as detailed in paragraph 1.5.
- 1.4 Within 10 Working Days of being requested by the Authority, or at the same time as submitting a request for a Variation, the Contractor shall submit a quotation to the Authority such quotation to include the following information:
- 1.4.1 a description of the work together with the reason for the proposed Variation;
  - 1.4.2 the impact on the Charges, where applicable;
  - 1.4.3 details of the impact, if any, on other aspects of the Contract.
- 1.5 To the extent that it is possible, the price for any Variation shall unless otherwise agreed between the Parties, be calculated using the following order of precedence:
- 1.5.1 the Charges;
  - 1.5.2 prices calculated pro-rata by reference to the Charges;
  - 1.5.3 prices based on the Charges.

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- 1.6 The Authority may, before assessing a Variation proposed by the Contractor, request that the Contractor provides further information about the proposed Charges and/ or the Contractor's costs.
- 1.7 The Authority may either accept or reject any Variation proposed by the Contractor. The Authority shall inform the Contractor of its decision within a reasonable time after receiving the Contractor's proposal (having regard to the complexity of the issues associated with the proposed Variation) and any further information requested.

### Fast-Track Changes

- 1.8 It is acknowledged that to ensure operational efficiency there may be circumstances where it is necessary to expedite the processes set out above. Where necessary both parties will, working in good faith, agree a set of revised timelines so as not to impede operational efficiency. The Contractor will use reasonable endeavours to minimise the number of fast-track changes requested and should alert the Authority to potential future changes as soon as the need arises or is likely to arise.

### Operational Changes (Not Requiring A Formal Change Request)

- 1.9 Operational Changes identified by the Contractor may be implemented by the Concessionaire without following the Change Control Procedure above, provided they do not:
- 1.9.1 have an impact on the business of the Authority;
  - 1.9.2 require a change to this contract; or
  - 1.9.3 have a direct and detrimental impact on the Services.
- The contractor will notify the Authority of any such changes, immediately on implementation.
- 1.20 The Authority may also request an Operational Change by submitting a written request to the Contractor. Any such request will include the following details:
- 1.20.1 the proposed Operational Change; and
  - 1.20.2 the time-scale for completion of the Operational Change.
- 1.21 The Contractor shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 1.22 The Contractor will implement the Operational Change by the timescale specified for completion of the change and promptly notify the Authority when completed.

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**SCHEDULE 3A - CONTRACT CHANGE NOTICE**

WHEREAS the Contractor and the Authority entered into a contract dated on or around [\*\*\*] for the Services relating to the Windrush Compensation Scheme dated (the "**Original Contract**") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this CCN:

Change Requestor / Originator		
CCN Number		
Summary of Change		
Reason for Change		
Revised Contract Charge	Original Contract Value	£
	Aggregate value of previous Contract Changes	£
	Contract Change Note <input checked="" type="checkbox"/>	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Schedule <input checked="" type="checkbox"/> for Details)		
Revised Term		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended in this CCN all other terms of the Original Contract remain in full force and effect.
3. The CCN takes effect from the date on which both Parties confirm acceptance of its terms by way of signature.

For and on behalf of Contractor:

For and on behalf of the Authority

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position** \_\_\_\_\_

**Position** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SCHEDULE 4 – DATA PROTECTION

In this Schedule, the following definitions shall apply:

“**Controller**” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

“**Data Loss Event**” means any event which results, or may result, in unauthorised access to Personal Data held by the Contractor under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data.

“**Data Protection Impact Assessment**” means an assessment by the Controller of the effect of the envisaged processing on the protection of Personal Data.

“**Data Protection Officer**” means as it is defined in the GDPR.

“**Data Schedule**” means the Schedule of Processing, Personal Data and Data Subjects within this Schedule.

“**Data Subject**” means as it is defined in the GDPR.

“**Data Subject Request**” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“**DPA 2018**” means the Data Protection Act 2018.

“**GDPR**” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“**Law Enforcement Purposes**” means as it is defined in DPA 2018.

“**LED**” means the Law Enforcement Directive (Directive (EU) 2016/680).

“**Personal Data**” means as it is defined in the GDPR.

“**Personal Data Breach**” means as it is defined in the GDPR.

“**Processor**” means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in GDPR.

“**Protective Measures**” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity,

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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 measures adopted.

“**Services**” means the services described in the Contract.

“**Sub-processor**” means any third party appointed to process Personal Data on behalf of the Contractor related to the Contract.

1.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the Authority is a data Controller, as is the Contractor with the obligations of each party set out in the Data Sharing Agreement below. For the avoidance of doubt, the two parties are separate data controllers.

1.2 The Contractor shall:

1.2.1 notify the Authority immediately if it considers any obligations under the contract infringe the Data Protection Legislation;

1.2.2 provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to starting any processing. Such assistance may, at the Authority’s discretion, include:

- i) a systematic description of the envisaged processing operations and the purpose of the processing;
- ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- iii) an assessment of the risks to the rights and freedoms of Data Subjects;  
and
- iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data;

1.2.3 in relation to any Personal Data processed in connection with its obligations under the Contract:

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- i) process that Personal Data only in accordance with the Data Schedule unless the Contractor is required to do otherwise by law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by law;
- ii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
  - a) nature of the data to be protected;
  - b) harm that might result from a Data Loss Event;
  - c) state of technological development; and
  - d) cost of implementing any measures;If the Authority rejects the Contractors protective measures and wishes to install alternative protective measures this will be treated as variation to contract.; and subject to change control in accordance with Schedule 3.

### 1.2.4 ensure that:

- i) Staff do not process Personal Data except in accordance with the Contract (and in particular the Data Schedule);
- ii) it takes all reasonable steps to ensure the reliability and integrity of Staff who have access to Personal Data and ensure that they:
  - a) are aware of and comply with the Contractor's duties in this Schedule;
  - b) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
  - c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any

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third party unless directed in writing to do so by the Authority or as otherwise permitted by the Contract; and

- d) have undergone adequate training in the use, care, protection and handling of the Personal Data;

1.2.5 not transfer Personal Data outside the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

- i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
- ii) the Data Subject has enforceable rights and effective legal remedies;
- iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

1.2.6 subject to paragraph 1.3, notify the Authority immediately if it:

- i) becomes aware of a Data Loss Event.

1.3 The Contractor's obligation to notify under paragraph 1.2.6 includes the provision of further information to the Authority in phases as details become available.

1.4 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under paragraph 1.2.6 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- 1.4.1 the Authority with full details and copies of the complaint, communication or request;

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- 1.4.2 the Authority with any information it may reasonably request to ensure that the Authority is complying with all its obligations under the Data Protection Legislation which arise in connection with the Contract;
  - 1.4.3 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 1.4.4 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 1.4.5 assistance as requested by the Authority following any Data Loss Event; and
  - 1.4.6 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office.
- 1.5 The Contractor shall ensure that it does not knowingly or negligently do or omit to do anything that places the Authority in breach of its Data Protection Legislation obligations.
- 1.6 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule. This requirement does not apply if the Contractor employs fewer than 250 people unless the Authority determines that the processing:
- 1.6.1 is not occasional;
  - 1.6.2 includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - 1.6.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.7 The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- 1.8 The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.

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- 1.9 Before allowing any Sub-processor to process any Personal Data in connection with the Contract, the Contractor shall:
- 1.9.1 notify the Authority in writing of the intended Sub-processor and processing;
  - 1.9.2 obtain the written consent of the Authority;
  - 1.9.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
  - 1.9.4 provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.
- 1.10 The Contractor remains fully liable for the acts and omissions of any Sub-processor.
- 1.11 The Parties shall take account of any guidance published by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend the Contract to ensure that it complies with any guidance published by the Information Commissioner's Office.
- 1.12 In relation to Personal Data processed for Law Enforcement Purposes, the Contractor shall:
- 1.12.1 maintain logs for its processing operations in respect of:
    - i) collection;
    - ii) alteration;
    - iii) consultation;
    - iv) disclosure (including transfers);
    - v) combination; and
    - vi) erasure;
- (together the "Logs");

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1.12.2 ensure that:

- i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
- ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
- iii) the Logs are made available to the Information Commissioner's Office on request;

1.12.3 use the Logs only to:

- i) verify the lawfulness of processing;
- ii) assist with self-monitoring by the Authority or (as the case may be) the Contractor, including the conduct of internal disciplinary proceedings;
- iii) ensure the integrity of Personal Data; and
- iv) assist with criminal proceedings;

1.12.4 as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

1.12.5 where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

- i) persons suspected of having committed or being about to commit a criminal offence;
- ii) persons convicted of a criminal offence;
- iii) persons who are or maybe victims of a criminal offence; and
- iv) witnesses or other persons with information about offences.

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### Schedule of Processing, Personal Data and Data Subjects

- 1 The Contractor shall comply with any reasonable written instructions with respect to processing by the Authority.
- 2 Any such further instructions shall be incorporated into this Data Schedule.

Description	Details
Subject matter of the processing	<p><i>[Insert a high level, short description of what the processing is about, i.e. its subject matter]</i></p> <p>Claimants identified by the Authority as meeting the claims form assistance criteria, are referred to the Contractor to provide assistance services to enable the claimants to submit a completed claim form for compensation and accompanying supporting documentation as necessary.</p>
Duration of the processing	<p><i>[Clearly set out the duration of the processing including dates]</i></p> <p>The Authority expects the service to be for a period of up to 3 years from 7<sup>th</sup> December 2020. However, the Contractor may need to retain and process personal data beyond this period in line with their policies and legal obligations under the GDPR</p>
Nature and purposes of the processing	<p><i>[Insert details of all intended purposes, being as specific as possible and ensuring all intended purposes are covered.]</i></p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), etc.</p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment, etc.]</i></p> <p>The Contractor will process the personal data received from the Authority on the lawful basis of a legitimate interest or explicit consent.</p>

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<p>Type of Personal Data</p>	<p><i>[Insert details of types of Personal Data. Examples include: name, address, date of birth, NI number, telephone number, pay, images, biometric data, etc.]</i></p> <p>Name, address, date of birth, NI number, telephone number, email address, pay, medical reports, housing letters, bank statements, etc where these are details for an individual.</p>
<p>Categories of Data Subject</p>	<p><i>[Insert details of categories of Data Subject. Examples include: Staff (including volunteers, agents and temporary workers), Authority's/clients, Contractors, patients, students/pupils, members of the public, users of a particular website, etc.]</i></p> <p>Claimants who are eligible to claim compensation under the Windrush Compensation Scheme requiring assistance to complete and submit claims for compensation to the Authority including completing the claim form on the claimant's behalf, if necessary to do so.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data</p>	<p><i>[Insert details of the plan (including description of how long the data will be retained for, how it will be returned or destroyed) and/or the requirement to preserve the data type]</i></p> <p>Personal data will be retained by the Contractor in line with their policies and legal obligations under GDPR</p>

## SCHEDULE 5 – STAFF TRANSFER

### 1. DEFINITIONS

1.1 In this Schedule, the following words have the following meanings.

**“Contractor’s Final Contractor Personnel List”** means a list provided by the Contractor of all Contractor Personnel who will transfer under the Employment Regulations on the Service Transfer Date.

**“Contractor’s Provisional Contractor’s Personnel List”** means a list prepared and updated by the Contractor of all Contractor 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 Contractor”

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

- a) Redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) Unfair, wrongful or constructive dismissal compensation;
- c) Compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) Compensation for less favourable treatment of part-time workers or fixed-term employees;
- e) Outstanding debts and unlawful deductions of wages including any PAYE and National Insurance Contributions in relation to

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payments made by the Authority or the Replacement Contractor to a Transferring Contractor Employee which would have been payable if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

- f) Claims whether in tort, contract or statute or otherwise;
- g) Any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation

**“Employment Regulations”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (**“TUPE”**) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC.

**“Former Contractor’s Final Contractor Personnel List”** means a list provided by the Former Contractor of all Contractor Personnel who will transfer under the Employment Regulations on the Service Transfer Date.

**“Former Contractor’s Provisional Contractor’s Personnel List”** means a list prepared and updated by the Former Contractor of all Contractor 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 Contractor”

**“Partial Termination”** means the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When the Authority can end this contract ) or 10.6 (When the Contractor can end the contract);

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**“Relevant Transfer”** means a relevant transfer for the purposes of TUPE.

**“Relevant Transfer Date”** means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

**“Replacement Contractor”** means any third part provider of the Services appointed by or at the direction of the Authority from time to time or where the Authority is providing Services for its own account, shall also include the Authority;

**“Replacement Sub-contractor”** means a Sub-contractor of the Replacement Contractor to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any Sub-contractor of any such Sub-contractor);

**“Service Transfer”** means any transfer of the Services (or any part of the Services), for whatever reason, from the Contractor or any Sub-contractor to a Replacement Contractor or a Replacement Sub-contractor;

**“Service Transfer Date”** means the date of a Service Transfer;

**“Term”** means the period commencing on the Commencement Date and ending on the expiry of the Contract.

**“Transferring Contractor Employees”** means in relation to a Contractor, those employees of the Contractor to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Future Contractor on or prior to the Relevant Transfer Date.

**“Transferring Former Contractor Employees”** means in relation to a Former Contractor, those employees of the Former Contractor to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Contractor on or prior to the Relevant Transfer Date.

## NO STAFF TRANSFER ON THE COMMENCEMENT DATE

### 1. WHAT HAPPENS IF THERE IS A STAFF TRANSFER

1.1 The Authority and the Contractor 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 Former Contractor.

1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Former Contractor claims, or it is determined in relation to any employee of the Former Contractor, that his/her contract of employment has been transferred from the Former Contractor to the Contractor and/or any Sub-contractor pursuant to the Employment Regulations then:

1.2.1 the Contractor will, within 5 Working Days of becoming aware of that fact, notify the Authority in writing;

1.2.2 the Authority may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Contractor;

1.2.3 if such offer of employment is accepted, the Contractor shall immediately release the person from its employment;

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Contractor's compliance with Paragraphs 1.2.1 to 1.2.4 the Authority will use reasonable endeavours to procure that the Former Contractor indemnifies the Contractor and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Contractor referred to in Paragraph 1.2.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Contractor and/or Sub-contractor; or

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1.3.2 any claim that the termination of employment was unfair because the Contractor and/or any Sub-contractor neglected to follow a fair dismissal procedure

1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 months from the Commencement Date.

1.5 If the Contractor and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Contractor and/or the Sub-contractor and the Contractor shall indemnify the Authority and any Former Contractor against any Employee Liabilities that either of them may incur in respect of any such employees of the Contractor and/or employees of the Sub-contractor.

## 2. LIMITS ON THE FORMER CONTRACTOR'S OBLIGATIONS

2.1 Where in this Part B the Authority accepts an obligation to procure that a Former Contractor 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 Contractor 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 Contractor does or does not act accordingly.

**STAFF TRANSFER ON EXIT**

**1. OBLIGATIONS BEFORE A STAFF TRANSFER**

1.1 The Contractor agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

1.1.3 the date which is 12 months before the end of the Term; or

1.1.4 receipt of a written request of the 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 Data Protection Legislation, the Contractor's Provisional Contractor Personnel List, together with the Staffing Information in relation to the Contractor's Provisional Contractor Personnel List and it shall provide an updated Contractor's Provisional Contractor Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Contractor shall provide to the Authority, or at the direction of the Authority to any Replacement Contractor and/or any Replacement Sub-contractor:

a) the Contractor's Final Contractor Personnel List, which shall identify the basis upon which they are Transferring Contractor Employees; and

b) the Staffing Information in relation to the Contractor's Final Contractor Personnel List (insofar as such information has not previously been provided).

1.3 The Authority shall be permitted to use and disclose information provided by the Contractor under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Contractor and/or Replacement Sub-contractor.

1.4 The Contractor warrants, for the benefit of the Authority, any Replacement Contractor, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

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- 1.5 From the date of the earliest occurrence of an event referred to in Paragraphs 1.1.1, 1.1.2, 1.1.3 or 1.1.4, the Contractor agrees that it shall not assign any person to the provision of the Services who is not listed on the Contractor's Provisional Contractor Personnel List and shall, unless otherwise instructed by the Authority (acting reasonably):
- 1.5.1 not replace or re-deploy any Contractor Personnel listed on the Contractor's Provisional Contractor 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
  - 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of:
    - a) employment; and/or
    - b) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Contractor Personnel (including any payments connected with the termination of employment);
  - 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;
  - 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Contractor Personnel List;
  - 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
  - 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Contractor Personnel List save by due disciplinary process;
  - 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Contractor and/or Replacement Sub-contractor;

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- 1.5.8 give the Authority and/or the Replacement Contractor and/or Replacement Sub-contractor reasonable access to Contractor Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Authority, Replacement Contractor and/or Replacement Sub-contractor in respect of persons expected to be Transferring Contractor Employees;
- 1.5.9 co-operate with the Authority and the Replacement Contractor to ensure an effective consultation process and smooth transfer in respect of Transferring Contractor Employees in line with good employee relations and the effective continuity of the Services;
- 1.5.10 promptly notify the Authority or, at the direction of the Authority, any Replacement Contractor and any Replacement Sub-contractor of any notice to terminate employment given by the Contractor or received from any persons listed on the Contractor's Provisional Contractor Personnel List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 months from the Service Transfer Date re-employ or re-engage or entice any employees, Contractors or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Contractor, unless otherwise instructed by the Authority (acting reasonably);
- 1.5.12 not adversely affect pension rights accrued by all in the period ending on the Service Transfer Date;
- 1.5.13 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract;
- 1.5.14 fully co-operate with the reasonable requests of the Contractor relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.

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- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 months of the Term, the Authority may make written requests to the Contractor for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Contractor shall provide such information as the Authority may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
  - 1.6.3 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Contractor shall provide all reasonable cooperation and assistance to the Authority, any Replacement Contractor and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Contractor 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 Contractor Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Contractor shall provide to the Authority or, at the direction of the Authority, to any Replacement Contractor and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Contractor's Final Contractor Personnel List who is a Transferring Contractor Employee:
- 1.7.1 the most recent month's copy pay-slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

## 2. STAFF TRANSFER WHEN THE CONTRACT END

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- 2.1 A change in the identity of the Contractor, howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority and the Contractor agree that where a Relevant Transfer occurs, the contracts of employment between the Contractor and the Transferring Contractor 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 Contractor and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Contractor Employee.
- 2.2 The Contractor shall comply with all its obligations in respect of the Transferring Contractor Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.
- 2.3 Subject to Paragraph 2.4, the Contractor shall indemnify the Authority and/or the Replacement Contractor and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Contractor or any Sub-contractor in respect of any Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contractor Employee whether occurring before, on, or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Contractor and/or any Replacement Sub-contractor whether occurring or having its origin before, on, or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Contractor who is not identified in the Contractor's Final Transferring Contractor Employee List claims, or it is determined in relation to any employees of the Contractor, that his/her contract of employment has been transferred from the Contractor to the Replacement Contractor and/or Replacement Sub-contractor pursuant to the Employment Regulations then:
- 2.5.1 the Replacement Contractor and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Authority and the Contractor in writing;
- 2.5.2 the Contractor may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Contractor and/or Replacement Sub-contractor;

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- 2.5.3 if such offer of employment is accepted, the Replacement Contractor and/or Replacement Sub-contractor shall immediately release the person from its employment; or
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Contractor and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person; and
- 2.5.5 subject to the Replacement Contractor's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Contractor will indemnify the Replacement Contractor and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Contractor's employees referred to in Paragraph 2.5.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Contractor, and/or Replacement Sub-contractor, or
- 2.6.2 any claim that the termination of employment was unfair because the Replacement Contractor and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 months from the Service Transfer Date.
- 2.8 If at any point the Replacement Contractor, and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Contractor Employee and Paragraph 2.5 shall cease to apply to such person.

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- 2.9 The Contractor shall promptly provide the Authority and any Replacement Contractor and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Contractor 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 Contractor, and/or Replacement Sub-contractor, shall promptly provide to the Contractor and each Sub-contractor in writing such information as is necessary to enable the Contractor and each Sub-contractor to carry out their respective duties under Regulation 13 of the Employment Regulations.
- 2.10 Subject to Paragraph 2.9, the Authority shall procure that the Replacement Contractor indemnifies the Contractor 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 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Contractor and/or Replacement Sub-contractor in respect of any Transferring Contractor Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Contractor Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Contractor 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 Contractor and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Contractor's Final Contractor Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).