



Contract For

Diffuse Mesothelioma Payment Scheme (DMPS)

Provision of a Levy Collection Service

Between

The Secretary of State for Work and Pensions

And

Tracing Services Ltd

Contract Reference Number ecm_7566

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This Agreement is made on
the 13TH November 2019

between the Parties

The Secretary of State for Work and Pensions

("the Authority")

Of

Caxton House,
Tothill Street
London
SW1H 9NA

And

TRACING SERVICES LTD

with registered number

06978725

having the main or registered
office at

Linford Wood House
Capital Drive
Milton Keynes
MK14 6XT

and hereinafter called "the Parties"

Whereas:

The Contractor has agreed to provide a Levy Collection Service for the Diffuse Mesothelioma Payment Scheme ("the Services") on the terms and conditions set out in this Contract.

The Contract Period is from 4th November 2019 to midnight of 3rd November 2024, with an option to extend the contract for a further two years.

A. GENERAL PROVISIONS

A1 Definitions and Interpretation

A1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Administration” means a rescue mechanism under the Insolvency Act 1986 where a company may be rescued or reorganised or its assets realised under the protection of a statutory moratorium. The company is put into Administration and an Administrator is appointed.

“Affiliate” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“Approval” means the prior written consent of the Authority.

“Audit Agents” means:

- (a) the Authority’s internal and external auditors;
- (b) the Authority’s statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) the European Commission;
- (f) the European Court of Auditors;
- (g) any party formally appointed by the Authority and/or by the Crown and/or by the European Commission and/or by the European Court of Auditors to carry out audit or similar review functions; and
- (h) successors or assigns of any of the above.

“Authority” means the Secretary of State for Work and Pensions.

“Authority Data” means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the Contractor by or on behalf of the Authority; or
- (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract.

“Authority ICT System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services.

“Authority Software” means software which is owned by or licensed to the Authority, including software which is, or will be used by the Contractor for the purpose of providing the Services but excluding the Contractor Software.

“Authority's Representative” means the individual named in paragraph 1 of Schedule 2, or such other individual as the Authority may notify in writing to the Contractor from time to time, and the Authority’s Representative is authorised to act on behalf of the Authority on all matters relating to the Contract.

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, the Authority’s Premises, the Services, the Authority ICT System, the Contractor System or any ICT or data (including the Authority’s Data) used by the Authority or the Contractor in connection with this Contract.

“Bribery Act 2010” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

“Cash Flow Data” means information on the amount of levy requested of each active employers liability insurer, the date of each amount paid by them, the amounts outstanding at any given time and on of when outstanding payments are expected to be made.

“Change Authorisation Note” means a written confirmation of a Contract Change which shall be substantially in the form of Appendix 2 of Schedule 8 (Contract Change Procedure) or as otherwise determined by the Authority from time to time.

“Change Communication” means any Operational Change Request, Operational Change Confirmation, Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to the Change Control Procedure.

“Change Control Procedure” means the procedure for changing this Contract, as set out at Schedule 8.

“Change in Law” means any change in Law which comes into force after the Commencement Date.

“Change of Control” means a change of control within the meaning of Section 1124 of the Corporation Tax Act 2010.

“Change Request” means a written request for a Contract Change which shall be substantially in the form of Appendix 1 of Schedule 8 (Contract Change Procedure) or as otherwise determined by the Authority from time to time.

“Commencement Date” means the date from when this Contract becomes legally binding.

“Commercially Sensitive Information” means the Information (i) listed in the Commercially Sensitive Information Schedule; or (ii) notified to the Authority in writing (prior to the commencement of this Contract) which has been clearly marked as Commercially Sensitive Information comprised of information:

- a) which is provided by the Contractor to the Authority in confidence for the period set out in that Schedule or notification; and/or
- b) which constitutes a trade secret.

“Commercially Sensitive Information Schedule” means the Schedule containing a list of the Commercially Sensitive Information.

“Comparable Supply” means the supply of services to another customer of the Contractor that are the same or similar to the Services.

“Confidential Information” means:

- a) any information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential; and
- b) the Commercially Sensitive Information and does not include any information:
 - i) which was public knowledge at the time of disclosure (otherwise than by breach of clause E4 (Confidential Information));
 - ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - iv) is independently developed without access to the Confidential Information.

“Contract” means the written agreement between the Authority and the Contractor consisting of these clauses and any attached Schedules, and any document referred to in Schedule 1 – The Services, including the Specification, and the Tender.

“Contract Change” means any change, amendment, variation, restatement or supplement to this Contract other than an Operational Change or a Substantial Change.

“Contract Year” means a period of twelve (12) calendar months beginning on either the Commencement Date or the anniversary of the Commencement Date.

“Contracting Body” means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015, and for the avoidance of doubt, includes the Authority.

“Contractor” means the person, firm or company with whom the Authority enters into the Contract.

“Contractor Software” means software which is owned or licensed to the Contractor, including software which is, or will be, used by the Contractor for the purpose of providing the Services.

“Contractor System” means any such electronic or hard copy system/process utilised in the delivery of the Services and that is used to transfer, disclose, receive or store Authority Data including, but not limited to, any web enabled system, database, electronic media, e-mail or hard copy system.

“Contractor ICT System” means any electronic system/process that is part of the Contractor System.

“Contract Period” means the period from the Commencement Date to:

- a) the date of expiry set out in clause A2 (Initial Contract Period), or
- b) following an extension pursuant to clause F8 (Extension of Initial Contract Period), the date of expiry of the extended period,

or such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Contract.

“Contract Price” or **“Fees”** means the amounts (exclusive of any applicable VAT), payable to the Contractor by the Authority under the Contract, as set out in the Prices & Rates Schedule, for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with clause C4 (Price Adjustment on Extension of Initial Contract Period).

“Contractor's Representative” means the individual named in paragraph 2 of Schedule 2 or such other individual as the Contractor may notify in writing to the Authority from time to time and the Contractor's Representative is authorised to act on behalf of the Contractor on all matters relating to the Contract.

“Control” the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** shall be interpreted accordingly.

“Crown” means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and The Welsh Government), including, but not limited to, government ministers,

government departments, government and particular bodies, and government agencies.

“Debtors” means those active employers’ liability insurers who are required to pay an annual levy based on their relative market share for the purpose of meeting the costs of the Diffuse Mesothelioma Payment Scheme (DMPS).

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DMPS” means the Diffuse Mesothelioma Payment Scheme as described in the Mesothelioma Act 2014.

“DMPS Levy” means the monies collected by the Contractor to fund the DMPS as described in the Mesothelioma Act 2014.

“DWP” or **“Department of Work and Pensions”** means the Authority.

“DWP Offshoring Policy” means DWP’s policy and procedures in relation to hosting or accessing the Authority ICT System or official information outside of the UK.

“Environmental Information Regulations” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“Equipment” means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Fraud” means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

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

“General Change in Law” a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and

experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“**HMRC**” means Her Majesty's Revenue and Customs.

“**ICT**” means information and communications technology.

“**ICT Environment**” means the Authority ICT System and the Contractor ICT System.

“**Impact Assessment**” means an assessment of a Change Request in accordance with paragraph 6 of Schedule 8.

“**Information**” has the meaning given under section 84 of the FOIA.

“**Initial Contract Period**” means the period from the Commencement Date to the date of expiry set out in clause A2 (Initial Contract Period), or such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Contract.

“**Intellectual Property Rights**” or “**IPRs**” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“**ITT**” means the suite of documents issued by the Authority which formed the invitation to participate in the award of this Contract.

“**Key Personnel**” means those persons named in the Schedule 1, Appendix B.

“**Law**” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

“**Late Payments**” means levy payments that are not paid to the Contractor's Holding Account by the 31st March or those payments that are received after the 31st March of each year.

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

“**Liquidation**” means the appointment of a Liquidator who collects in and distributes the company's assets and dissolves the company. The company can also be put into provisional Liquidation before a final winding up order is granted.

“**Loss**” means direct losses, liabilities, claims, damages, costs, charges, outgoings and expenses (including legal expenses) of every description, provided in each case that such losses are reasonable, direct, proper and mitigated.

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Management Information” means the management information specified in clause E13 and Schedule 1 (The Services) which the Contractor is required to provide to the Authority.

“Monitoring Requirements Schedule” means the Schedule containing details of the monitoring arrangements.

“Month” means calendar month.

“Open Book Data” means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Fees already paid or payable and the Fees forecast to be paid during the remainder of the Contract Period and the Contractor's performance under this Contract, including, but not limited to, details and all assumptions relating to:

(a) the Contractor's costs broken down against each service category and/or deliverable under the Contract, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; and

(b) operating expenditure relating to the supply of the Services including an analysis showing:

(i) the unit costs and quantity consumables and bought-in services;

(ii) manpower resources broken down into the number and grade/role of all Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

(iii) a list of costs underpinning those rates for each manpower grade;

(iv) reimbursable expenses (such as reasonable out of pocket travel and subsistence expenses properly and necessarily incurred in the supply of the Services);

(v) overheads;

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

(vii) Not used

(viii) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Contractor; and

(ix) an explanation of the type and value of risk and contingencies associated with the supply of the Services, including the amount of money attributed to each risk and/or contingency; and

(c) the Contractor's most up-to-date management accounts and annual accounts.

"Open Source Software" means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source.

"Operational Change" means any change in the Contractor's operational procedures which in all respects, when implemented:

(a) will not affect the Contract Price and will not result in any other costs to the Authority;

(b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; and

(c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority ICT System.

"Operational Change Confirmation" means a written response to an Operational Change Request in which the Party that received an Operational Change Request confirms its agreement to the Operational Change that is the subject of that Operational Change Request and which may be sent by electronic mail or by letter in accordance with clause A5.

"Operational Change Request" means a written request for an Operational Change which may be sent by electronic mail or by letter in accordance with clause A5.

"Party" means a party to the Contract.

"Persistent Breach" means a Default which has occurred on three or more separate occasions with a continuous period of six (6) months.

"Personal Data" shall have the meaning given in the GDPR.

"Premises" means the location where the Services are to be supplied.

"Process" and **"Processing"** shall have the same meaning as given in the GDPR.

"Property" means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

"Prices & Rates Schedule" means the Schedule containing details of the Contract Price.

"Receiving Party" means the Party which receives a proposed Contract Change.

“Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority and “Regulatory Body” shall be construed accordingly.

“Replacement Contractor” means any third party service provider appointed by the Authority to supply any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

“Schedule” means a schedule attached to, and forming part of, the Contract.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 of Schedule 6 (Security Requirements and Plan)

“Security Policy” means the Authority’s Security Policy annexed to Schedule 6 (Security Requirements and Plan) as updated from time to time.

“Services” means the services to be supplied as specified in the Specification.

“Special Categories of Personal Data” shall have the meaning given in the GDPR.

“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

“Specification” means the description of the Services to be supplied under the Contract as set out in Schedule 1 (The Services).

“Staff” mean all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, suppliers and Sub-contractors used in the performance of its obligations under the Contract.

“Staff Vetting Procedure” means the Authority’s procedures for the vetting of personnel and as advised to the Contractor by the Authority.

“Sub-contractor” means any third party appointed by the Contractor which through its employees or agents directly delivers the Services.

“Substantial Change” means a modification to the terms of this Contract that is substantial, where, for the purposes of this definition, “substantial” has the meaning ascribed to it by Regulation 72(8) of the Public Contracts Regulations 2015.

“Tender” means the document(s) submitted by the Contractor to the Authority in response to the Authority’s invitation to suppliers for formal offers to supply it with the Services.

“Terms and Conditions” means these terms and conditions of contract and its accompanying schedules and any appendices or annexes to the terms and conditions and schedules which together form part of the Contract.

“Third Party Software” means software which is proprietary to any third party (other than an Affiliate of the Contractor) or any Open Source Software which in any case is, will be or is proposed to be used by the Contractor for the purposes of providing the Services

“TUPE Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

“Variation” means any change to this Contract other than an Operational Change.

“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.

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

- a) Words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) Words importing the masculine include the feminine and the neuter;
- c) Reference to a clause is a reference to the whole of that clause unless stated otherwise;
- d) Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- e) Reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- f) The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;

Headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

A2 Initial Contract Period

The Contract shall expire automatically on the fifth anniversary unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause F8 (Extension of Initial Contract Period).

A3 Contractor's Status

At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Terms of the Contract.

A4 Authority's Obligations

Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty. Nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Authority to the Contractor.

A5 Notices

A5.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or by electronic mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, or item of electronic mail.

A5.3 For the purposes of clause A5.2, the address of each Party shall be:

a) For the Authority:

Address: Department for Work and Pensions, Caxton House,
Tothil Street, London, SW1H 9NA

For the attention of: **Redacted**

Tel:

Email: **Redacted**

b) For the Contractor Tracing Services Ltd

Address: Linford Wood House, Capital Drive, Milton Keynes,
MK14 6XT

For the attention of: **Redacted**

Tel: **Redacted**

Email: *Redacted*

A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

A6 Mistakes in Information

The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the supply of the Services and shall pay the Authority any extra costs occasioned by the Authority by any discrepancies, errors or omissions therein.

A7 Conflicts of Interest

A7.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.

A7.2 The Authority reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

A7.3 This clause A7 shall apply during the continuance of the Contract and for a period of two (2) years after its termination.

A8 Prevention of Fraud

A8.1 The Authority places the utmost importance on the need to prevent fraud and irregularity in the delivery of this Contract. Contractors and Sub-contractors are required to:

- a) Have an established system that enables Contractor and Sub-contractor staff to report inappropriate behaviour by colleagues in respect of contract performance claims;
- b) Ensure that Contractor or Sub-contractors performance management systems do not encourage individual staff to make false claims regarding achievement of contract performance targets;
- c) Ensure a segregation of duties within the Contractor's or Sub-contractors operation between those employees directly involved in delivering the service/goods performance and those reporting achievement of contract performance to the Authority;

- d) Ensure that an audit system is implemented to provide periodic checks, as a minimum at six (6) Monthly intervals, to ensure effective and accurate recording and reporting of contract performance.

A8.2 The Contractor shall use its best endeavours to safeguard the Authority's funding of the Contract against fraud generally and, in particular, fraud on the part of the Contractor's directors, employees or Sub-contractors. The Contractor shall pay the utmost regard to safeguarding public funds against misleading claims for payment and shall notify the Authority immediately if it has reason to suspect that any serious irregularity or fraud has occurred or is occurring.

A8.3 If the Contractor, its Staff or its Sub-contractors commits Fraud in relation to this or any other contract with the Crown (including the Authority) the Authority may:

- a) terminate the Contract and recover from the Contractor the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or
- b) recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of this clause.

A8.4 Any act of fraud committed by the Contractor or its Sub-contractors (whether under this Contract or any other contract with any other Contracting Body) shall entitle the Authority to terminate this Contract, and any other contract the Authority has with the Contractor, by serving written notice on the Contractor.

A8.5 If the Authority finds that the Contractor has deliberately submitted false claims for Contract payments with the knowledge of its senior officers the Authority will be entitled to terminate this Contract, or any other contract the Authority has with the Contractor, with immediate effect.

A9 Not used

B. SUPPLY OF SERVICES

B1 The Services

- B1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.
- B1.2 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of a Default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

B2 Provision and Removal of Equipment

- B2.1 The Contractor shall provide all the Equipment necessary for the supply of the Services.

B3 Manner of Carrying Out the Services

- B3.1 To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- B3.2 Not used
- B3.3 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- B3.4 The Authority will conduct a review of the performance of this contract at least annually during the Contract Period. During this review, a performance report will be agreed.
- B3.5 Not used

B4 Key Personnel

Not used

B5 Contractor's Staff

- B5.1 The Authority may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:
- a) any member of the Staff; or

b) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Authority, be undesirable.

- B5.2 At the Authority's written request, the Contractor shall provide a list of the names and business addresses of all persons who may require admission in connection with the Contract to the Authority's Premises, within seven (7) Working Days from date of request, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- B5.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause B5.2 shall be final and conclusive.
- B5.4 The Staff, engaged within the boundaries of the Authority's Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Authority's Premises.
- B5.5 Not used
- B5.6 The Contractor shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the Contractor shall have complied with the Staff Vetting Procedures prior to commencing the Services and accessing the Premises.
- B5.7 The Contractor shall provide training on a continuing basis for all Contractor Staff employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan.
- B5.8 The Contractor shall be responsible for ensuring that its staff are not claiming any Social Security Benefit, where payment of that Social Security Benefit is precluded due to earnings.
- B5.9 The Contractor shall further use all reasonable endeavours to ensure that its staff who are not EC nationals are legally entitled to be resident in the United Kingdom and have a work permit, where applicable. The Contractor shall promptly take all reasonable steps to ensure compliance with this clause.
- B5.10 Without prejudice to clause B5.2, if the Contractor fails to comply with clause B5 in the reasonable opinion of the Authority, such failure may be prejudicial to the interests of the Crown, then the Authority may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

B6 Employee Provisions on Expiry or Termination

Handover on Termination

- B6.1 During the six (6) Months preceding the expiry of this Contract or after the Authority has given notice to terminate this Contract or at any other time as directed by the

Authority, and within fifteen (15) Working Days of being so requested by the Authority, the Contractor shall fully and accurately disclose to the Authority and shall procure that any relevant Sub-contractor shall accurately disclose any and all information in relation to all personnel engaged in providing the Services, (whether engaged by the Contractor or any Sub-contractor) including all Relevant Employees who are to transfer as a consequence of a Relevant Transfer as the Authority may request, in particular but not necessarily restricted to any of the following:

- a) a list of employees employed by the Contractor, or any Sub-contractor;
- b) a list of agency workers, agents and independent contractors engaged by the Contractor;
- c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those personnel;
- d) the terms and conditions of employment of the Relevant Employees, their age, salary, date continuous employment commenced and (if different) the commencement date, accrued holiday entitlement, pension details, location, retirement age, enhancement rates, any other factors affecting their redundancy entitlement and any outstanding claims arising from employment.
- e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; or
- f) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union

B6.2 Where information has been provided in accordance with clause B6.1 above and the Contractor or Sub-contractor makes or becomes aware of any changes or discovers new information the Contractor shall notify the Authority within seven (7) days of any such change or discovery.

B6.3 The Contractor shall warrant the accuracy and completeness of all the information provided to the Authority pursuant to clause B6.1 and B6.2 and authorises the Authority to use any and all the information as it may consider necessary for the purposes of its businesses or for informing any tenderer for any services which are substantially the same as the Services (or any part thereof).

B6.4 During the six (6) Months preceding the expiry of this Contract or where notice to terminate this Contract for whatever reason has been given, the Contractor shall allow the Authority or such other persons as may be authorised by the Authority to communicate with and meet the Relevant Employees and their trade union or employee representatives as the Authority may reasonably request.

B6.5 During the six (6) Months preceding the expiry of this Contract or where notice to terminate this Contract for whatever reason has been given, the Contractor shall not without the prior written consent of the Authority unless bona fide in the ordinary course of business:

- a) vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;
- b) increase or decrease the number of employees employed in connection with the Services; or
- c) assign or redeploy any employee employed in connection with the Services to other duties unconnected with the Services.

B6.6 The Contractor confirms that it will comply fully with its obligations under the TUPE Regulations in respect of providing information to any subsequent Contractor and hereby warrants that any information provided in accordance with Regulation 11 shall be accurate and complete.

Indemnity

B6.7 The Contractor shall indemnify the Authority and any Replacement Contractor appointed by the Authority and keep the Authority and any Replacement Contractor appointed by the Authority indemnified in full from and against all direct, indirect or consequential liability or Loss awarded against or incurred or paid by the Authority or any Replacement Contractor appointed by the Authority as a result of or in connection with:

- (a) the employment or termination of employment of any Relevant Employee or employee of any Sub-contractor during any period prior to and including the date of expiry or termination of this Contract.
- (b) any claim brought against the Authority or any Replacement Contractor as a result of the Contractors failure to comply with any of its obligations under the TUPE Regulations.

B6.8 Notwithstanding any other provisions of this Contract for the purposes of clause B6, and in accordance with the Contracts (Rights of Third Parties) Act 1999, the Parties accept that any Replacement Contractor shall be entitled to enforce the benefits conferred by it here under. Provided that if the Parties rescind this Contract or vary any of its terms (including any release or compromise in whole or in part) in accordance with the relevant provisions of this Contract or terminate this Contract, the consent of any Replacement Contractor shall not be required for such rescission, variation or termination.

B6.9 This Clause B6 shall apply during the Contract Period and indefinitely thereafter.

C. PAYMENT AND CONTRACT PRICE

C1 Contract Price

- C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Authority shall pay the Contract Price in accordance with clause C2 (Payment and VAT).
- C1.2 The Authority shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

C2 Payment and VAT

- C2.1 The Authority shall pay all sums due to the Contractor within thirty (30) days of receipt of a valid and undisputed invoice, submitted twice yearly by the Contractor.
- C2.2 The Authority shall pay all sums by direct credit transfer into a suitable bank account or by other electronic payment methods as appropriate.
- C2.3 The Contractor shall ensure that each invoice contains a valid purchase order number. All appropriate references and a detailed breakdown of the Services supplied and any other documentation reasonably required by the Authority to substantiate the invoice should be supplied in accordance with Schedule 2.
- C2.4 Where the Contractor enters into a sub-contract for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the Sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.
- C2.5 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable and the Authority shall pay the VAT to the Contractor following its receipt of a valid VAT invoice.
- C2.6 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.5 shall be paid by the Contractor to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.
- C2.7 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under clause H2.5 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Authority on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- C2.8 Where payment by the Authority of all or any part of any invoice rendered or other claim for payment by the Contractor is disputed, this dispute shall be resolved in accordance with the disputed claims procedure as set out in Schedule 2.

- C2.9 Where the Contractor submits an invoice to the Authority in accordance with clause C2, the Authority will consider and verify that invoice in a timely manner.
- C2.10 Where the Authority fails to comply with clause C2.9 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause C2.1 after a reasonable time has passed.

C3 Recovery of Sums Due

- C3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or contract with the Authority.
- C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.
- C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Price adjustment on extension of the Initial Contract Period

- C4.1 The Contract Price shall apply for the Initial Contract Period. In the event that the Authority agrees to extend the Initial Contract Period pursuant to clause F8 (Extension of Initial Contract Period), the Authority may, where applicable, in the six (6) Month period prior to the expiry of the Initial Contract Period, enter into good faith negotiations with the Contractor (for a period of not more than thirty (30) Working Days) to agree a variation in the Contract Price. For the avoidance of doubt both Parties accept and acknowledge that any Variation to the Contract Price shall not have the effect of altering the economic balance of the Contract during the period of extension in favour of the Contractor in a manner not provided for in the terms of the Contract.
- C4.2 If the Parties are unable to agree a variation in the Contract Price in accordance with clause C4.1, the Contract shall terminate at the end of the Initial Contract Period.
- C4.3 If a variation in the Contract Price is agreed between the Authority and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.
- C4.4 Any increase in the Contract Price pursuant to clause C4.1 shall not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (CPI)

(or another such index specified in the Prices & Rates Schedule) between the Commencement Date and the date six (6) Months before the end of the Initial Contract Period.

C5 Euro

- C5.1 Any requirement of Law to account for the Services in Euro (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Contractor at nil charge to the Authority.
- C5.2 The Authority shall provide all reasonable assistance to facilitate compliance with clause C5.1 by the Contractor.

C6 Third Party Revenue

- C6.1 The Contractor may not obtain any third party revenue, income or credit based on the Services and/or copyright works delivered under this Contract without the express prior written agreement of the Authority.

D. STATUTORY OBLIGATIONS AND REGULATIONS

D1 Prevention of Bribery and Corruption

- D1.1 The Contractor shall not, and shall procure that any Staff shall not, commit any of the prohibited acts listed in this clause D1 in relation to the prevention of bribery. For the purposes of this clause D1, a prohibited act is committed when the Contractor or any Staff:
- a) directly or indirectly offers, promises or gives any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity;
or
 - (ii) reward that person for improper performance of a relevant function or activity;
 - b) directly or indirectly requests, agrees to receive or accepts any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
 - c) commits any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to the Contract or any other contract with the Authority; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Authority
- D1.2 The Contractor warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of the Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of the Contract.
- D1.3 The Contractor shall if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010.
- D1.4 The Contractor shall have an anti-bribery policy which is intended to deter any Staff from committing any prohibited acts as set out in clause D1.1 and a copy of this shall be provided to the Authority upon request.
- D1.5 If any breach of clauses D1.1 or D1.2 is suspected or known, the Contractor must notify the Authority immediately.

- D1.6 If the Contractor notifies the Authority that it suspects or knows that there may be a breach of clauses D1.1 or D1.2, the Contractor must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation.
- D1.7 If the Contractor, its Staff or anyone acting on the Contractor's behalf engages in conduct prohibited by clauses D1.1 or D1.2, the Authority may;
- a) terminate the Contract and recover from the Contractor the amount of any Loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or
 - b) recover in full from the Contractor any other Loss sustained by the Authority in consequence of any breach of those clauses.
- D1.8 Despite clause I (Disputes and Law), any dispute relating to:
- a) the interpretation of clause D1; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority, acting reasonably having given due consideration to all relevant factors, and its decision shall be final and conclusive.
- D1.9 Any termination under clause D1.7 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.
- D1.10 In exercising its rights or remedies under clause D1.7, the Authority shall:
- a) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of, the person performing the conduct prohibited by clauses D1.1 or D1.2;
 - b) give all due consideration, where appropriate, to action other than termination of the contract

D2 Discrimination

- D2.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- D2.2 The Contractor shall take all reasonable steps to secure the observance of clause D2.1 by all Staff.
- D2.3 The Contractor shall comply with the provisions of the Human Rights Act 1998.

D2.4 Not used

D2.5 Not used

D2.6 Not used

D3 The Contracts (Rights of Third Parties) Act 1999

A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

D4 Environmental Requirements

D4.1 The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Authority's environmental principles, which are to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances, minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

D4.2 Not used

D5 Health and Safety

D5.1 The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.

D5.2 While on the Authority's Premises, the Contractor shall comply with any health and safety measures implemented by the Authority in respect of Staff and other persons working there.

D5.3 The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

D5.4 The Contractor shall comply with the requirements of the Health and Safety at Work Act etc.1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.

D5.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act etc.1974) is made available to the Authority on request.

E. PROTECTION OF INFORMATION

E1 Authority Data

- E1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- E1.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- E1.3 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply that data to the Authority as requested.
- E1.4 The Contractor shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of that data.
- E1.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Contractor's Business Continuity Plan. The Contractor shall ensure that such back-ups are available to the Authority at all times upon request and are delivered to the Authority at no less than three Monthly intervals.
- E1.6 The Contractor shall ensure that any system or media on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy detailed in Schedule 6 Appendix A.
- E1.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's default so as to be unusable, the Authority may:
- a) require the Contractor (at the Contractor's expense) to restore or provide for the restoration of the Authority Data and the Contractor shall do so as soon as practicable but not later than **ten (10) calendar days**; and/or;
 - b) itself restore or provide for the restoration of the Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- E1.8 If at any time the Contractor suspects or has reason to believe that the Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.
- E1.9 In accordance with the DWP Offshoring Policy and while not in any way limiting any other provision of this Contract, the Contractor and any of its Sub-contractors, shall not offshore Authority Data (as described in the DWP Offshoring Policy) outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question.

- E1.10 Where the Authority has given its prior written consent to the Contractor to process, host or access Authority Data from premises outside the United Kingdom (in accordance with E1.9 of the Contract):
- a) the Contractor must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;
 - b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.
- E1.11 Any breach by the Contractor of this clause E1 shall be a Material Breach for the purposes of clause H2 (Termination on Default) and shall entitle the Authority (at its absolute discretion) to exercise its rights under the corresponding provisions of clause H2 (Termination on Default).
- E1.12 In the event the Contractor is put into Liquidation in any of the ways outlined in clause H1.1(b) and H1.1(c) or otherwise or the Contract is terminated by the Authority pursuant to the provisions of the Contract relating to termination on insolvency in accordance with clause H1.1, the Contractor (or a liquidator or provisional liquidator acting on behalf of the Contractor) shall at its own cost and at no cost to the Authority;
- a) conduct a full and thorough search for any electronic and paper records held by the Contractor which contain Authority Data/Information and Participant Information; in accordance with the Authority instructions;
 - b) return all such records to the Authority in accordance with their instructions;
 - c) permanently destroy all copies of any relevant electronic records; and
 - d) provide written confirmation to the Authority that the actions outlined above in this paragraph have been completed.
- E1.13 In the event of a Sub-contractor of the Contractor being in liquidation then it is the responsibility of the Contractor to recover records held by the Sub-contractor and provide assurance to the Authority that they have been recovered.
- E1.14 In the event the Contractor is put into Administration in any of the ways as outlined in clause H1.1(a) or otherwise the Authority will work closely with the Administrator to ensure the Contractor is able to maintain Authority, Participant and other records they have created and held in accordance with clause E1 of this Contract and maintain these standards in the safekeeping of Authority information, i.e. these records must be stored in accordance with Authority information assurance and HMG Cabinet Office information security standards.
- E1.15 Whilst in Administration the duty of the Administrator is to help the Contractor trade. This may involve the Administrator seeking an organisation to buy up the Contractor. The assignment or novation of this Contract to new ownership is not

automatic and the Authority must be consulted (in accordance with clause F1.1) and Approval obtained. Where the contract is assigned or novated with the Authority's Approval, the contractor must provide the Authority with all the relevant information and records necessary for the assigned or novated contract to continue to be performed.

- E1.16 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data. The Contractor shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

E2 Protection of Personal Data and Special Categories of Personal Data

Not used

E3 Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989

E3.1 The Contractor shall comply with, and shall ensure that its Staff comply with, the provisions of:

- a) the Official Secrets Acts 1911 to 1989; and
- b) Section 182 of the Finance Act 1989.

E3.2 Any breach by the Contractor of this clause E3 shall be a Material Breach for the purposes of clause H2 (Termination on Default) and shall entitle the Authority (at its absolute discretion) to exercise its rights under the corresponding provisions of clause H2 (Termination on Default).

E4 Confidential Information

E4.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
- b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

E4.2 Clause E4 shall not apply to the extent that;

- a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause E5 (Freedom of Information);
- b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

- c) such information was obtained from a third party without obligation of confidentiality;
- d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- e) it is independently developed without access to the other Party's Confidential Information.

E4.3 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E4.4 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

E4.5 At the written request of the Authority, the Contractor shall procure that members of Staff or such professional advisors or consultants identified by the Authority give a confidentiality undertaking before commencing any work in accordance with this Contract.

E4.6 Nothing in this Contract shall prevent the Authority from disclosing the Contractor's Confidential Information:

- a) to any government department, any part of the Crown, or any other Contracting Body. All government departments, any part of the Crown or Contracting Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments, other parts of the Crown or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department, the Crown or any Contracting Body;
- b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- d) to any consultant, professional adviser, contractor, supplier or other person engaged by the Authority or any person conducting a Cabinet Office gateway review;
- e) on a confidential basis for the purpose of the exercise of its rights under this Contract, including (but not limited to) for auditing purposes (Clause E9), to a body to novate, assign or dispose of its rights under the Contract (Clause F1.8), to a replacement Contractor (Clause H6.2) and for the purpose of the examination and certification of the Authority's accounts; or

- f) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- E4.7 The Authority shall use reasonable endeavours to ensure that any government department, part of the Crown, Contracting Body, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E4 is made aware of the Authority's obligations of confidentiality.
- E4.8 Nothing in this clause E4 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- E4.9 Any breach by the Contractor of clauses E4.1-E4.4 shall be a Material Breach for the purposes of clause H2 (Termination on Default) and shall entitle the Authority (at its absolute discretion) to exercise its rights under the corresponding provisions of clause H2 (Termination on Default).
- E4.10 Clauses E4.1-E4.6 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.
- E4.11 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- E4.12 Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Authority to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Contract.
- E4.13 The Contractor waives any contractual right or other confidentiality obligation in connection with the customers mentioned in the list of contracts provided by the Contractor as set out in the Invitation to Tender to demonstrate evidence of past performance. The Contractor agrees that these customers may provide information to the Authority in the form of certificates of performance and answer any clarifications that the Authority or anyone acting on behalf of the Authority in connection with this procurement may have. The Contractor confirms that save for any deceitful or maliciously false statements of fact or purported fact included in a certificate or subsequent clarification from the Authority the customer will not owe the Contractor any duty of care for or otherwise have any legal liability to the Contractor in respect of any factual inaccuracies, whether innocent or negligent, and/or in respect of any expressions of opinion by the customer. This provision is for the benefit of each customer and may be relied on with the express authority of the Authority by them for the purposes of the Contracts (Rights of Third Parties) Act 1999.

- E4.14 The Authority confirms that it will keep confidential and will not disclose to any third parties other than the Cabinet Office and other government departments, for the purposes of verification, the content of any certificates of performance from a customer.
- E4.15 If in breach of clause E4.13 the Contractor commences legal proceedings against a customer in relation to any certificate of performance or subsequent clarification provided by it to the Authority the Contractor agrees that the customer shall be entitled to bring proceedings against the Contractor in the English Courts to enforce the terms of this provision (regardless of whether it is enforceable in the jurisdiction where the proceedings are brought) and to be indemnified in full for any legal costs incurred in defending such proceedings and indemnified in respect of any compensation that the customer is ordered to pay to the Contractor as a result of such proceedings. This provision will not relate to any proceedings commenced in good faith for any liability that falls outside the scope of this provision.

E5 Freedom of Information

- E5.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations. The Contractor shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- E5.2 The Contractor shall and shall procure that its Sub-contractors shall;
- a) transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - b) provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and
 - c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- E5.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- E5.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised in writing to do so by the Authority.
- E5.5 The Contractor acknowledges that (notwithstanding the provisions of clause E5) the Authority may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities

under section 45 of FOIA (“the Code”), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services;

- a) in certain circumstances without consulting the Contractor; or
- b) following consultation with the Contractor and having taken their views into account;

E5.6 Where E5.5 (a) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

E5.7 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

E5.8 The Contractor acknowledges that the Commercially Sensitive Information is of indicative value only and that the Authority may be obliged to disclose it in accordance with clause E5.5.

E6 Publicity, Media and Official Enquiries

E6.1 The Contractor shall not:

- a) make any press announcements or publicise this Contract or its contents in any way; or
- b) use the Authority’s name or brand in any promotion or marketing or announcement of orders;

without the Approval of the Authority, which shall not be unreasonably withheld or delayed.

E6.2 The Authority shall be entitled to publicise the Contract in accordance with any legal obligation upon the Authority including any examination of the Contract by Audit Agents or otherwise.

E6.3 The Contractor shall ensure that their employees, agents, Sub-contractors, suppliers, professional advisors and consultants comply with clause E6.1.

E6.4 The Contractor shall pay the utmost regard to the standing and reputation of the Authority and shall ensure that neither it, nor any of its Affiliates or Staff does anything (by act or omission) which causes material adverse publicity for the Authority, brings the Authority into disrepute, damages the reputation of the Authority or harms the confidence of the public in the Authority, regardless of whether or not such act or omission is related to the Contractor’s obligations under the Contract.

E6.5 The Contractor shall at all times supply the Services with due regard to the need for those in a public service environment to observe the highest standards of efficiency, economy, courtesy, consideration and hygiene.

- E6.6 Where applicable, each Party shall give the other advance notice of proposed visits to the Contractor's premises or any premises of its Sub-contractors (including Members of Parliament, members of the press and media) to observe the delivery of the Service(s) by the Contractor or its Sub-contractors.
- E6.7 If so requested by the Authority the notepaper and other written material of the Contractor and Sub-contractors relating to the delivery of the Services(s) shall carry only logos and markings approved by the Authority. This may include, but shall not be limited to, such banner or logo as the Authority shall use to identify the Service(s) from time to time. All publicity and marketing material produced by the Contractor (or its Sub-contractors) in relation to this Contract shall be submitted to the Authority for Approval, and no such items shall be printed (other than for Approval purposes) until such Approval is received.

E6.8 Not used

E7 Security

- E7.1 The Authority shall be responsible for maintaining the security of the Authority premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority premises, and shall ensure that all Staff comply with such requirements.
- E7.2 The Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- E7.3 The Contractor shall comply, and shall procure the compliance of its Staff, with the Security Plan and the Security Policy.
- E7.4 The Authority shall notify the Contractor of any changes or proposed changes to the Security Policy. Any changes must be agreed in accordance with the procedure in clause F3.
- E7.5 Until and/or unless a change to the Fees is agreed by the Authority pursuant to clause E7.4 the Contractor shall continue to perform the Services in accordance with its existing obligations.

E8 Intellectual Property Rights

- E8.1 Save as granted under the Contract, neither the Authority nor the Contractor shall acquire any right, title or interest in the other's pre-existing Intellectual Property Rights. The Contractor acknowledges that the Authority Data is the property of the Authority and the Authority hereby reserves all Intellectual Property Rights which may exist in the Authority Data.
- E8.2 The Authority shall grant the Contractor a non-exclusive, revocable, free licence for the Contract Period to use the Authority's Intellectual Property Rights where it is necessary for the Contractor to supply the Services. The Contractor shall have the right to sub license the Sub-Contractor's use of the Authority's Intellectual Property Rights. At the end of the Contract Period the Contractor shall cease use, and shall ensure that any Sub-Contractor ceases use of the Authority's Intellectual Property Rights.

- E8.3 The Contractor shall grant the Authority a non-exclusive, revocable, free licence for the Contract Period to use the Contractor's Intellectual Property Rights where it is necessary for the Authority in the provision of the Services. At the end of the Contract Period the Authority shall cease use of the Contractor's Intellectual Property Rights.
- E8.4 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- a) furnished to or made available to the Contractor by or on behalf of the Authority shall remain the property of the Authority; or
 - b) prepared by or for the Contractor on behalf of the Authority for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Authority and in such regard, the Contractor hereby assigns, and in the case of copyright, by way of a present assignment of future copyright, all of the Intellectual Property Rights in such to the Authority;
- and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without Approval, use or disclose any such Intellectual Property Rights.
- E8.5 The Contractor shall obtain Approval before using any material, in relation to the performance of its obligations under the Contract which is or may be subject to any third party Intellectual Property Rights. The Contractor shall grant to the Authority (or procure the grant to the Authority) of those rights a non-exclusive licence to use, reproduce, modify, develop and maintain the material. Such licence shall be non-exclusive, perpetual, royalty-free and irrevocable. That licence shall also include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Bodies, the Replacement Contractor or to any other third party supplying services to the Authority.
- E8.6 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services. The Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from;
- a) items or materials based upon designs supplied by the Authority; or
 - b) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.
- E8.7 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor. The Contractor shall at its own expense conduct all negotiations and any litigation arising in

connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

- a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
- b) shall take due and proper account of the interests of the Authority; and
- c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).

E8.8 The Authority shall at the request of the Contractor provide to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Contractor's obligations under the Contract. The Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause E8.4 (a) or (b).

E8.9 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Contractor in connection with the performance of its obligations under the Contract.

E8.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

- a) modify any or all of the Services without reducing the performance or functionality, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply with any necessary changes to such modified Services or to the substitute Services; or
- b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority;

and in the event that the Contractor is unable to comply with clauses E8.10 (a) or (b) within twenty (20) Working Days of receipt of the Contractor's notification the Authority may terminate the Contract with immediate effect by notice in writing.

E9 Audit and the National Audit Office and Open Book Data

E9.1 The Contractor shall at all times keep and maintain the Open Book Data until the Document Retention End Date.

E9.2 Not used

- E9.3 Without prejudice to the generality of Clauses E9.1, the Contractor shall, at all times, upon written request by the Authority, provide written confirmation of a summary of any of the Open Book Data, including details of any funds held by the Contractor specifically to cover its on-going costs, in such other form and detail as the Authority may reasonably require, to enable the Authority to monitor the performance by the Contractor of its obligations under the Contract, its solvency and the level of profit the Contractor is making from the supply of the Services.
- E9.4 The Contractor shall provide (or procure provision of) access at all reasonable times to the Authority, its duly authorised staff or agents and any Audit Agents to inspect the Open Book Data and such records and accounts (including those of Sub-contractors) as the Authority may require from time to time. The Authority shall be entitled to interview the Staff in order to obtain appropriate oral explanations of the records and accounts and the Contractor shall provide (or procure provision of) access to the relevant Staff at such times as may be reasonably required to enable the Authority to do so.
- E9.5 Duly authorised staff or agents of the Authority shall have the right to visit sites controlled by the Contractor and to be given free access to the Staff and to Participants during the hours when the Contractor is supplying the Services with a view to verifying that the Contractor is supplying the Services in accordance with the Contract.
- E9.6 The Contractor shall provide the Open Book Data and all records and accounts referred to in this Clause E9 (together with copies of the Contractor's published accounts) until the end of the Payment Tail Period, and shall provide such records and accounts on request until the Document Retention End Date, to the Authority and the Audit Agents.
- E9.7 The Authority shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the supply of the Services, save insofar as the Contractor accepts and acknowledges that control over the conduct of audits carried out by the Audit Agents is outside of the control of the Authority.
- E9.8 The Contractor shall ensure that all of its contracts with Sub-contractors include obligations reflecting the requirements of the Authority under this Clause E9.
- E9.9 The Contractor shall provide the rights set out in this Clause E9 to any duly authorised staff or agents of the Authority, the National Audit Office, the European Court of Auditors, the European Commission, the Audit Agents and any third parties as notified by the Authority to the Contractor from time to time.
- E9.10 Without prejudice to the foregoing, in the event of an investigation into fraudulent activity or other impropriety by the Contractor or any third party in relation to supply of the Services, the Authority reserves for itself and any Audit Agents or any government department the right of immediate access to the Open Book Data and all records and accounts referred to in this Clause E9 and the Contractor agrees to render all necessary assistance to the conduct of such investigation at all times during the Contract or at any time thereafter.

E9.11 The Contractor shall indemnify and keep indemnified the Authority in full from and against all claims, proceedings, actions, damages, losses, costs and expenses and all loss of profits, business revenue or goodwill (whether direct or indirect) and all consequential or indirect loss howsoever arising out of, in respect of or in connection with, any breach by the Contractor (or any Sub-contractor) of this Clause E9.

E10 Exceptional Audits

E10.1 The Contractor shall permit the Authority and/or its appointed representatives access to conduct an audit (an "Exceptional Audit") of the Contractor in any of the following circumstances:

- a) actual or suspected impropriety or Fraud;
- b) there are reasonable grounds to suspect that:
 - (i) the Contractor is in Default under the Contract;
 - (ii) Not used
 - (iii) the Contractor is in financial distress or at risk of insolvency or bankruptcy, or any fact, circumstance or matter which is reasonably likely to cause the Contractor financial distress and result in a risk of the Contractor becoming insolvent or bankrupt has occurred; or
 - (iv) a breach of the Security Policy or the Security Plan has occurred under the Contract,

(each an "Exceptional Circumstance").

E10.2 Subject to the provisions of Clause E10.3, if the Authority notifies the Contractor of an Exceptional Circumstance and that it wishes to conduct an Exceptional Audit, the Contractor shall provide access in accordance with Clause E9.4 as soon as reasonably practicable after such request and in any event within forty-eight (48) hours.

E10.3 Without prejudice to Clause E10.2, if the Authority notifies the Contractor of an Exceptional Circumstance to which the provisions of Clause E9.10 also apply and that it wishes to conduct an Exceptional Audit, the Contractor shall provide immediate access in accordance with Clause E9.10.

E11 Audit Costs

E11.1 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses E9 and E10 unless an audit identifies a material Default by the Contractor in which case:

- (a) the Contractor shall reimburse the Authority for all the Authority's identifiable, reasonable costs and expenses properly incurred in the course of the audit; and

- (b) where the Authority, a Regulatory Body, or the Audit Agents appoint another Contracting Body identified in the OJEU Notice to conduct an audit under Clauses E9 and E10, the Authority shall be able to recover on demand from the Contractor the identifiable, reasonable and properly incurred costs and expenses of the relevant Contracting Body.

E12 Malicious Software

- E12.1 The Contractor shall ensure anti-virus software is updated as frequently as is necessary in order to provide protection against the latest threats and delete Malicious Software from the ICT Environment.
- E12.2 Notwithstanding clause E12.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- E12.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of clause E12.2 shall be borne by the Parties as follows:
 - (a) by the Contractor where the Malicious Software originates from the Contractor Software, Third Party Software licenced to the Contractor (and/or any Sub-contractor) or the Authority Data (whilst the Authority Data was under the control of the Contractor); and
 - (b) by the Authority if the Malicious Software originates from the Authority Software, Third Party Software licenced to the Authority or the Authority Data (whilst the Authority Data was under the control of the Authority).

E13 Provision of Management Information

- E13.1 Throughout the Contract Period, the Contractor shall promptly make full disclosure to the Authority of any and all Management Information.
- E13.2 The Authority may share the Management Information (together with any analysis or statistics produced using the Management Information) with:
 - (a) any Crown Body;
 - (b) any other Contracting Body;
 - (c) any organisation involved in delivery of the Services, including but not limited to local authorities and/or their agents, and the Sub-contractors or other agents of all contractors in order to enable the Authority to manage the detail and efficiency of the supply of the Services; and/or
 - (d) any other third party as may be agreed by the Authority and the Contractor from time to time.
- E13.3 The Authority may use (and permit others to use) the Management Information to produce official statistics and the Contractor hereby gives its consent to such use

of the Management Information (together with any associated publication or release).

- E13.4 The Authority may publish (and permit others to publish) the Management Information (together with any analysis or statistics produced using the Management Information) and the Contractor hereby gives its consent to such publication.
- E13.5 The Management Information may form part of an official statistics publication. To support the Authority in meeting its commitment to transparency, neutrality and comprehension in statistical release practices, the Contractor shall not, (and shall procure that its Sub-contractors shall not), without Approval, at any time publish, disclose or divulge any of the Management Information to any third party until the date of publication of the official statistics (save that the Contractor may disclose the Management Information prior to the date of publication of the official statistics to any of its Affiliates or any of its Sub-contractors who are directly involved in the supply of the Services and who need to know the information, and the Contractor shall ensure that such Affiliate or Sub-contractor are aware of, and shall comply with these obligations as to the confidentiality of Management Information).
- E13.6 At all times prior to the publication of the official statistics, the Contractor shall treat the Management Information as confidential.
- E.13.7 The Authority may make changes to the Management Information which the Contractor is required to disclose to the Authority in accordance with Clause E13.1. The Authority will make any such changes in accordance with Clause F3.

F. CONTROL OF THE CONTRACT

F1 Transfer and Sub-Contracting

F1.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

F1.2 The Contractor shall be responsible for the acts and omissions of its Sub-contractors as though they are its own.

F1.3 Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Authority, be sent by the Contractor to the Authority as soon as reasonably practicable.

F1.4 -1.7 Not used

F1.8 Subject to clause F1.10, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to;

- a) any Contracting Body;
- b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- c) any private sector body which substantially performs the functions of the Authority,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

F1.9 Any change in the legal status of the Authority such that it ceases to be a Contracting Body shall not, subject to clause F1.8, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Authority.

F1.10 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F1.8 to a body which is not a Contracting Body or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Body (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):

- a) the rights of termination of the Authority in clauses H1 (Termination on Insolvency and Change of Control) and H2 (Termination on Default) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F1.11 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F1.12 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

F2 Waiver

F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A5 (Notices).

F2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F3 Changes to the Contract

F3.1. No change, amendment, variation, restatement or supplement to this Contract shall be effective unless it is made in writing in accordance with the Change Control Procedure set out in Schedule 8 and signed on behalf of the Parties.

F3.2 Save as provided in clause F3.3 and F3.4 below, the Parties acknowledge and agree that no Contract Change or Operational Change may be made to this Contract which has the effect of:

- (a) rendering this Contract materially different in character from this Contract as at the Commencement Date;
- (b) changing the economic balance of this Contract in favour of the Contractor in a manner which is not provided for in this Contract as at the Commencement Date; or
- (c) extending the scope of this Contract considerably unless such Contract Change or Operational Change is otherwise permitted under Regulation 72 of the Public Contracts Regulations 2015.

F3.3 The Parties may agree to make a Contract Change or Operational Change or Substantial Change to this Contract where such change is provided for in the Contract and/or in the ITT including (but not limited to):

- (a) any modification required as a consequence of, or in connection with, changes from time to time to the Authority's administrative or operational structures or procedures;
- (b) any modification required as a consequence of, or in connection with, changes from time to time to any of the Authority's:
 - (i) DWP Information Security Policy;
 - (ii) DWP Physical Security Policy; or
 - (iii) DWP Acceptable Use Policy
- (c) any modification required as a consequence of, or in connection with, any Transfer of Functions Order;
- (d) any waiver (whether permanent or temporary or conditional or unconditional) by a Party of any of its rights under this Contract;
- (e) any settlement and/or compromise agreement entered into in respect of this Contract;
- (f) any modification required as a consequence of, or in connection with, changes in applicable Law; and
- (g) any consequential modifications to this Contract required to give effect to any Contract Change, Operational Change or Substantial Change made pursuant to this clause F3.3.

F3.4 The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the Terms and Conditions of this Contract nor be entitled to an increase in the Fees as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

F3.5 If a Specific Change in Law occurs or will occur during the Contract Period:

- (a) the Contractor shall notify the Authority as soon as reasonably practicable of the likely effects of that change, including:
 - (i) whether any Contract Change, Operational Change or Substantial Change is required to the Services, the Fees or this Contract; and
 - (ii) whether any relief from compliance with the Contractor's obligations is required; and
- (b) the Contractor shall provide the Authority with evidence:

- (i) that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
- (ii) as to how the Specific Change in Law has affected the cost of providing the Services; and
- (iii) demonstrating that any expenditure that has been avoided has been taken into account in amending the Fees; and
- (iv) any variation in the Fees or relief from the Contractor's obligations resulting from a Specific Change in Law shall be implemented in accordance with the Change Control Procedure. For the avoidance of doubt, the Authority shall not be obliged to accept any variation in the Fees requested pursuant to this clause and the Authority shall not be obliged to accept any Contract Change, Operational Change or Substantial Change except to the extent that such Contract Change, Operational Change or Substantial Change is necessary for the Contractor or the Services to comply with any Change in Law.

F4 Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F5 Remedies in the Event of Inadequate Performance

F5.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, the Authority shall take all reasonable steps to investigate the complaint. Without prejudice to its other rights and remedies under the Contract, the Authority may, in its sole discretion, uphold the complaint and take further action in accordance with clause F5.2 or clause H2 (Termination on Default) of the Contract.

F5.2 In the event that the Authority is of the reasonable opinion that there has been a Default which is a material breach of the Contract by the Contractor, then the Authority may, without prejudice to its rights and remedies under the Contract including under clause H2 (Termination on Default), do any of the following:

- a) require the Contractor to submit a performance improvement plan detailing why the breach has occurred and how it will be remedied within ten (10) Working Days or such other period of time as the Authority may direct;
- b) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Authority that the

Contractor will once more be able to supply all or such part of the Services in accordance with the Contract;

- c) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
- d) terminate, in accordance with clause H2 (Termination on Default), the whole of the Contract.

F5.3 Without prejudice to clause C3 (Recovery of Sums Due) and subject to clause G1.4, the Contractor shall pay to the Authority a sum equal to any costs reasonably incurred by the Authority in the event that the Authority makes alternative arrangements for the supply of any part of the Services by the Authority or a third party pursuant to clauses F5.2 (b), F5.2 (c) or F5.2(d) above to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

F5.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Authority shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days or such other period of time as the Authority may direct.

F5.5 In the event that:

- a) the Contractor fails to comply with clause F5.4 above and the failure is materially adverse to the interests of the Authority or prevents the Authority from discharging a statutory duty; or
- b) the Contractor persistently fails to comply with clause F5.4 above, the Authority may terminate the Contract with immediate effect by notice in writing.

F6 Remedies Cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F7 Monitoring of Contract Performance

The Contractor shall comply with the monitoring arrangements set out in the Monitoring Requirements Schedule including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

F8 Extension of Initial Contract Period

The Authority may, by giving written notice to the Contractor not less than **six (6)** Month(s) prior to the last day of the Initial Contract Period, extend the Contract for a further period of up to 2 years. The provisions of the Contract will apply (subject to any Variation or adjustment to the Contract Price pursuant to clause C4 (Price adjustment on extension of the Initial Contract Period)) throughout any such extended period.

F9 Entire Agreement

F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

F9.2 Not used

F9.3 In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- 1) the clauses of the Contract;
- 2) the Schedules; and
- 3) any other document(s) referred to in the clauses of the Contract.

G. LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party excludes or limits liability to the other Party for:

- a) death or personal injury caused by its negligence; or
- b) fraud; or
- c) fraudulent misrepresentation; or
- d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

G1.2 Subject to clause G1.3 the Contractor shall indemnify the Authority and keep the Authority indemnified fully

- a) in respect of any personal injury or loss of or damage to tangible property incurred by the Authority or its employees and agents to the extent that such personal injury or loss of property is directly caused by any Default of the Contractor, its employees, agents or Sub-contractors or by circumstances within its or their control in connection with the performance or purported performance of the Contract; and
- b) against all claims, proceedings, actions, damages, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) and any other liabilities in respect of any personal injury or damage arising from or incurred by reason of the use of the Services by any Participant; and
- c) subject to the limitation of liability set out in clause G1.4, all sums payable by the Authority in connection with all claims, proceedings, actions, damages, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

G1.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense 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 Contract.

G1.4 Subject to clause G1.1, the Contractor's total liability to the Authority, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall in any Contract Year, be limited to a sum equivalent to the Contract Price paid or payable by the Authority in the relevant Contract Year.

- G1.5 Subject always to clause G1.1 and clause G1.4 and without prejudice to clause H2, the liability of either Party for Defaults during each Contract Year shall be limited to the Contract Price paid or payable during the relevant Contract Year in accordance with the Contract.
- G1.6 Subject always to clause G1.1, in no event shall either Party be liable to the other for any:
- a) Loss of profits, business, revenue or goodwill; and/or
 - b) Loss of savings (whether anticipated or otherwise); and/or
 - c) Indirect or consequential loss or damage.
- G1.7 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of six (6) years following the expiration or earlier termination of the Contract.
- G1.8 The Contractor shall hold employers' liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- G1.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.10 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause G1.2.

G2 Not used

G3 Warranties and Representations

The Contractor warrants and represents that:

- a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

- b) in entering the Contract it has not committed any Fraud;
- c) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;
- d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- g) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights and has the know how that are necessary for the performance of its obligations under the Contract;
- h) in the three (3) years prior to the date of the Contract:
 - i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- i) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:

- a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.
- h) any event similar to those listed in H1.1 (a)-(g) occurs under the law of any other jurisdiction.

H1.2 Not used

H1.3 The Contractor shall notify the Authority immediately if the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 ("Change of Control"). The Authority may terminate the Contract by notice in writing with immediate effect within six (6) Months of:

- a) being notified that a change of control has occurred; or
- b) where no notification has been made, the date that the Authority becomes aware of the change of control;

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

H2 Termination on Default

- H2.1 The Authority may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:
- a) the Contractor has not remedied the Default to the satisfaction of the Authority within twenty-five (25) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - b) the Default is not, in the opinion of the Authority, capable of remedy.
- H2.2 Without prejudice to the provisions of clause H1 or H2.1, where the Authority considers that the Contractor has committed a Persistent Breach in relation to the Contract or any part thereof (including any part of the Services), the Authority shall be entitled to serve a written notice (a "Formal Warning Notice") on the Contractor:
- a) specifying that it is a Formal Warning Notice;
 - b) giving reasonable details of the Persistent Breach; and
 - c) stating that if the Persistent Breach recurs two or more times within a six (6) Month period after the date of service of the Formal Warning Notice, this may result in a termination of the Contract or that part of the Services affected by such Persistent Breach.
- H2.3 If:
- a) twenty (20) Working Days after service of a Formal Warning Notice, the Contractor has failed to demonstrate to the satisfaction of the Authority that the Persistent Breach specified has not continued and that the Contractor has put in place measures to ensure that such Persistent Breach does not recur; or
 - b) within a six (6) Month period after the date of service of the Formal Warning Notice, the Contractor has failed to demonstrate to the satisfaction of the Authority that the Persistent Breach specified has not recurred two or more times within such six (6) month period and that the Contractor has put in place measures to ensure that such Persistent Breach does not recur;
- then the Authority may deem such failure shall be a Default which is a material breach of the Contract not capable of remedy for the purposes of clause H2.1 (b).
- H2.4 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- H2.5 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Authority in writing of such failure to pay. If the Authority fails to pay such undisputed sums within ninety (90) Working Days of the date of

such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due).

H3 Break

H3.1 The Authority shall have the right to terminate the Contract at any time by giving three (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.

H3.2 On the expiry or termination of this Contract or any part thereof:

- a) the Contractor shall repay forthwith to the Authority any moneys paid up to and including such date of termination other than moneys in respect of the Service(s) or part thereof properly performed in accordance with this Contract;
- b) the Contractor shall cease all use of all the Authority Intellectual Property Rights, including any Authority brand or trade mark and shall return or destroy as the Authority requires, all documents and materials (including those in electronic format) incorporating or referring to the same.

H4 Consequences of Expiry or Termination

H4.1 Subject to clause G1.4, where the Authority terminates the Contract under clause F5.5 (Remedies in the Event of Inadequate Performance) or clause H2 (Termination on Default) and then makes other arrangements for the supply of Services, the Authority may recover from the Contractor a sum equal to the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period. The Authority shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause F5.5 or clause H2 (Termination on Default), no further payments shall be payable by the Authority to the Contractor until the Authority has established the final cost of making those other arrangements.

H4.2 Subject to clause H4.3, where the Authority terminates the Contract under clause H3 (Break), the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available to it under any insurance policy. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under clause H3 (Break). Any payment paid by the Authority in accordance with this clause H4.2 shall be in full and final settlement of any claim, demand and/or proceedings of the Contractor in relation to any termination by the Authority pursuant to clause H3 (Break), and the Contractor shall be excluded from all other

rights and remedies it would otherwise have been in respect of any such termination.

H4.3 The Authority shall not be liable under clause H4.2 to pay any sum which:

- a) was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- b) when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Contract Period.

H4.4 On the expiry or termination of this Contract or any part thereof:

- a) the Contractor shall repay forthwith to the Authority any moneys paid up to and including such date of termination other than moneys in respect of the Service(s) or part thereof properly performed in accordance with this Contract;
- b) the Contractor shall cease all use of all the Authority's Intellectual Property Rights, including any Authority brand and any trade mark and shall return or destroy as the Authority requires, all documents and materials (including those in electronic format) incorporating or referring to the same.

H4.5 Save as otherwise expressly provided in the Contract:

- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Bribery and Corruption), E1 (Authority Data), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E9 (Audit and the National Audit Office and Open Book Data), F6 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H4 (Consequences of Expiry or Termination), H6 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H5 Disruption

H5.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

H5.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

- H5.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H5.4 If the Contractor's proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice in writing.
- H5.5 If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Authority, an appropriate allowance by way of extension of time will be approved by the Authority. In addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

H6 Recovery upon Termination

- H6.1 At the expiry or earlier termination of the Contract Period (howsoever arising) the Contractor shall immediately deliver to the Authority or as directed upon request all Property (including materials, documents, information and access keys) used in the performance of its obligations under the Contract in its possession or under its control or in the possession or under the control of any permitted suppliers or Sub-contractors and in the event the Contractor fails to do so, the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-contractors where any such items may be held.
- H6.2 At the expiry or early termination of the Contract Period (howsoever arising) and/or after the Contract Period the Contractor shall provide assistance to the Authority and the Replacement Contractor in order to ensure an effective handover of all work then in progress. Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide such assistance at nil charge. Where the contract ends for other reasons the Authority shall pay the Contractor's reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

I. DISPUTES AND LAW

I 1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with English law and the Parties irrevocably submit to the jurisdiction of the courts of England.

I 2 Dispute Resolution

- I 2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute ultimately to the Commercial Director (or such other person as he may direct) of each Party.
- I 2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I 2.3 If the dispute cannot be resolved by the Parties pursuant to clause I 2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause I 2.5 unless (a) the Authority considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- I 2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and its Staff shall comply fully with the requirements of the Contract at all times.
- I 2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- a) a neutral adviser or mediator (the “Mediator”) shall be chosen by agreement between the Parties, or if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator, or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to a mediation provider to appoint a Mediator.
 - b) The Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from a mediation provider to provide guidance on a suitable procedure.
 - c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

- e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- f) If the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

I 2.6 Not used

I 2.7 Not used

FORM OF AGREEMENT

This agreement has been entered into on the date stated at the beginning of it for the commencement date of 4th November 2019 to Midnight of 3rd November 2024, (with an option to extend the contract for an additional two years).

SIGNED for and on behalf of

SIGNED for and on behalf of

The Secretary of State for Work and Pensions

TRACING SERVICES LTD

Name _____

Name _____

Position _____

Position _____

Signature _____

Signature _____

Date _____

Date _____

SCHEDULE 1 – THE SERVICES

1 General

The following additional documents shall be deemed to be incorporated into this Contract;

Document
Specification (Appendix E)
Tracing Services Ltd Tender Submission (Schedule 10)
Question & Answer Logs (Schedule 11)
Tender Clarification (Schedule 12)
Tracing Services Ltd Pricing Schedule (Schedule 4 - Annex S)

2 Performance Requirements

In delivering the Services the Contractor acknowledges that it shall be under an obligation to meet the following performance targets. The following performance targets have been agreed between the Parties;

Performance Targets	Target Response
Number of levy payment collections by 31 st March on an annual basis	95%
Number of late payments recovered	100%
Response time for enquiries	Within 2 working days
Response time for recovery of Late Payments	Recovery action started within 28 days of 31 st March on 100% of payments not received by 31st March

3 Appendices

The following appendices form part of this schedule;

- Appendix A – Contractor's Anticipated Resource Structure
- Appendix B – Contractor and Sub-Contractor Key Staff
- Appendix C – Schedule of Approved Sub-contractors
- Appendix D – List of Management Information Requirements
- Appendix E – Contract Specification

Appendix A – Contractor’s Anticipated Resource Structure

Key Personnel for delivering the contract;

1) **Redacted** – Service Delivery Manager (Employers Liability Tracing Office)

The Service Delivery Manager (SDM) reports into the Chief Customer Officer and is responsible for managing the ELTO service from an operational viewpoint. The SDM is the lead contact for reporting back into the ELTO Board.

2) **Redacted** – Finance Business Partner (Tracing Services Ltd)

The Finance Business Partner reports into the Head of Finance. The Finance Business Partner will be responsible for the day to day management of the contract and will be supported by a Financial Accountant and Assistant Financial Accountant.

Appendix B – Contractor and Sub-Contractor Key Staff

Name	Position Held	Period of involvement in the Contract*
Not Applicable No Sub-Contractors		

* To denote Staff dedicated full time to the project.

Appendix C – Schedule of Approved Sub-contractors

Not used

Appendix D – Management Information (MI) Requirements

The Contractor shall supply management information listed below relevant to the delivery of the Services to the Authority, using formats and, to timescales as specified by the Authority.

Frequency	Management Information
<p>When invoices are issued and;</p> <p>Every Monday – showing the previous week as a cumulative, live-running schedule until all payments are collected</p>	<p>Levy Collection Schedule showing for each Employer's Liability (EL) Insurer;</p> <ul style="list-style-type: none"> • Name of Insurer • Reference Number of insurer • Gross written premium (GWP) figures for the reference period • % market share for insurer • Date invoiced • Amount due • Amount paid • Payment date • Amount outstanding
<p>More Generally</p>	<ul style="list-style-type: none"> • Total number of insurers • Total GWP figure for the relevant reference period • Total amount paid • Total amount outstanding • Gross levy as % of the total GWP • Number and % of insurers who have not paid • Amount owed from late payments • Date and amounts of payments made to DWP • Bank Statements from the Contractor's Holding Account
<p>For Each Levy Year</p>	<ul style="list-style-type: none"> • Total amount of levy due • The formula used to calculate each EL Insurers levy payment • Relevant reference period • Total GWP for each relevant reference period • Full Security Plan (in accordance with Schedule 6) • HMG Baseline Personnel Security Standard – Contractor's Declaration (refer to HMG Baseline Personnel Security Standard – A Guide for DWP Contractors)
<p>By Exception</p>	<ul style="list-style-type: none"> • Details of any payment agreements made with individual insurers – in exceptional circumstances and only with agreement of DWP: • Details of any interest; <ul style="list-style-type: none"> ➤ earned on any levy funds in the Contractor's account, ➤ paid to DWP holding accounts ➤ details of any additional payments made in reconciliation process at year end



Department
for Work &
Pensions

APPENDIX E

DIFFUSE MESOTHELIOMA PAYMENT SCHEME

Levy Collection Services

APPENDIX E - SPECIFICATION

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GLOSSARY OF ABBREVIATIONS

ABI	Association of British Insurers
DMPS	Diffuse Mesothelioma Payment Scheme – also referred to as the “Scheme”
DWP	Department for Work & Pensions – also referred to as the “Authority”
EL	Employers Liability
ELTO	Employers Liability Tracing Office
FCA	Financial Conduct Authority
GWP	Gross Written Premium
LC	Levy Collector
MI	Management Information

Section 1: Introduction

- 1.1. The Mesothelioma Act 2014 established the Diffuse Mesothelioma Payment Scheme (DMPS). The Scheme provides payments to sufferers of Diffuse Mesothelioma who were exposed to asbestos at work, through employer negligence or breach of statutory duty, and who are unable to pursue a civil claim because their former employer no longer exists or their former employer's insurer cannot be traced.
- 1.2. The Act requires all active Employer's Liability (EL) insurers to contribute to a levy to fund the DMPS. The Act allows the Secretary of State to either collect the payments directly, or make arrangements with another company to do so. The Secretary of State has decided that an external company will collect the levy.
- 1.3. This Specification illustrates the service requirement for a company (the Contractor) to act on behalf of the Department for Work and Pensions (DWP) to manage and collect the levy payments that fund the Scheme from all active EL insurance companies. The levies that are collected will provide the payment scheme funds as detailed above.

Section 2: Background & Scope

- 2.1 The key success factor for this service requirement is the collection of levy payments from all active EL Insurers on an annual basis, by the 31st March of each year. Currently approximately 100 EL Insurers contribute towards the DMPS Levy.
- 2.2** The Annual Levy for 2018/2019 is set at £*Redacted*
- 2.3 DWP calculates the total gross amount of the levy each year. The value of the Levy is announced in Parliament each year – usually in January.
- 2.4 Following the announcement, DWP notifies the Contractor of the value of the Levy for that particular year.
- 2.5 Each EL Insurers' contribution to the levy is calculated based upon their relative market share. Each EL insurer's market share is derived from its annual Gross Written Premium (GWP), and used to calculate the insurer's annual levy payment contribution.
- 2.6 The DMPS Levy Payment Collection contract will be separate to the Scheme Administration contract. Administration of the Scheme is via another DWP Contract.
- 2.7 The Employers Liability Tracing Office (ELTO) was established by the Association of British Insurers (ABI) in order to provide claimants and their representatives with access to a database of Employers' Liability policies through an online enquiry facility. ELTO is designed to help claimants to trace their former employer's EL insurer.
- 2.8 The contract for the Collection of Levy Services shall commence of 4th November 2019 for a period of five (5) years – with an option to extend the contract for an additional two (2) years.

Section 3: Service Requirement

(reference Schedule 1 & 7 of Terms & Conditions)

- 3.1 DWP requires timely collection of the levy payments by the Contractor from individual active Employer's Liability Insurers.
- 3.2 The Contractor shall perform the duties required regarding levy payment collections within the necessary time frames to ensure that all levy payments are collected on an annual basis by 31st March. To achieve this the Contractor shall:
- (please also refer to Appendix 1 Process Flow Map).*
- 3.2.1 Identify the relevant EL insurers to contribute to the levy. This should include all active EL insurers registered with the Employers' Liability Tracing Office (ELTO).
- 3.2.2 Calculate how much each EL Insurers will have to contribute towards the Levy. This amount is based on their relevant market share from the 'reference period' and the total levy requirement as set by DWP. The contractor shall provide details to DWP of how this figure is calculated.
- 3.2.3 The "reference period" – as defined in the DMPS Regulations (Levy) 2014, is the 12-month period ending 31st December, within the financial year, two years prior to the year for which the levy applies.
- For example, Market Share for 2017 will be used to calculate the insurers individual shares of the levy for 2019/2020.
- 3.2.4 Collect and validate market share information for each relevant insurer by obtaining each relevant insurer's Gross Written Premium (GWP) annually.
- 3.2.5 Validate the information provided by reference to each insurer's GWP for the previous period and query anomalies with the insurers in cases of significant increases or decreased in reported GWP.
- 3.2.6 Demonstrate that it has accurately assessed and applied the market share information to EL Insurers.
- 3.2.7 Collect payments for the insurers annually, during the period January to March – ensuring that all levy payments are collected by 31st March.
- 3.2.8 Ensure that any late payments are accounted for and subsequently made. Late payments will be accounted for as a debt owed to DWP by the insurer in question.
- 3.2.9 Collect late payments (debt owed) on behalf of DWP through the courts if no other means of collection is successful.
- 3.2.10 Demonstrated that it has taken pro-active and prompt action to obtain payments that are late.

- 3.2.11 Hold collected levy payments in a Commercial Holding Account as detailed in Schedule 7 of the Terms & Conditions.
- 3.2.12 Transfer levy payments to the DWP's Holding Account in amounts and frequencies stated by DWP.
- 3.2.13 Demonstrate correct accounting for the levy payments it collects and pays to DWP to ensure compliance with Government Accounting requirements.
- 3.2.14 Manage the process for handling insurers who become insolvent.
- 3.2.15 Provide Management Information as detailed in Section 4.
- 3.2.16 Adhere to Performance Standards as set out in Section 5.
- 3.2.17 The table below highlights the key activities required during the first year of the contract and subsequent years.

Key Activities	Date Required
Contractor contacts each active EL insurer, to obtain Gross Written Premium for the relevant reference period in order to calculate market share and insurer's levy contribution	Nov – Dec 2019
Contractor pursues any, non-respondents and for any further information required	January 2020 onwards
Parliament Announces value of Levy Fund	January
DWP informs Contractor of Levy Fund value	January / February
Contractor calculates individual EL Insurers Levy Payment	January
Contractor Notifies each EL Insurer of its contribution to the levy	January
Contractor Collects Levy Payments from each EL Insurer	January to March
Contractor transfers Levy Payments to DWP Holding Account	First payment to be made in April. Subsequent payments to be made in amounts as stated and when requested by DWP
Contractor Invoices DWP	In November for the period November to April

Section 4: Management Information

(reference Schedule 1 (App D) of Terms & Conditions)

4.1 The Contractor will provide accurate and detailed Management Information. Content and frequency is detailed at Table A 4.2.

4.2 *Table A*

Frequency	Management Information
When invoices are issued and; Every Monday – showing the previous week as a cumulative, live-running schedule until all payments are collected.	Levy Collection Schedule showing for each EL Insurer; <ul style="list-style-type: none"> • Name of Insurer • Reference Number of insurer • GWP figures for the reference period • % market share for insurer • Date invoiced • Amount due • Amount paid • Payment date • Amount outstanding
More Generally	<ul style="list-style-type: none"> • Total number of insurers • Total GWP figure for the relevant reference period • Total amount paid • Total amount outstanding • Gross levy as % of the total GWP • Number and % of insurers who have not paid • Amount owed from late payment • Date and amounts of payments made to DWP • Bank Statements from the Contractor’s Holding Account
For Each Levy Year	<ul style="list-style-type: none"> • Total amount of levy due • The formula used to calculate the each EL Insurers levy payment • Relevant reference period • Total GWP for each relevant reference period • Full Security Plan (in accordance with Schedule 6)
	<ul style="list-style-type: none"> • Details of any payment agreements made with individual insurers – in

Frequency	Management Information
By Exception	exceptional circumstances and only with agreement of DWP: <ul style="list-style-type: none">• Details of any interest;➤ earned on any levy funds in the Contractor's account,➤ paid to DWP holding accounts➤ details of any additional payments made in reconciliation process at year end

4.3 The Contractor will be required to submit Management Information as described above to enable DWP to review the Contractor's performance. The Contractor will be required to attend performance review meetings as requested by DWP. These will be held every quarter period for the first year of the contract. The meetings will cover (but are not limited to) the following items:

- 4.3.1 The production of Management Information as described above;
- 4.3.2 Funds Management and financial reporting;
- 4.3.3 Risk Management;
- 4.3.4 Performance regarding service delivery.

Section 5: Performance Standards
(reference Schedule 1 & 3 of Terms & Conditions)

- 5.1 Overall performance will be subject to performance standards and managed through Key Performance Indicators (KPIs).
- 5.2 Performance Targets:

Performance Targets	Target Response
Number of Levy Payment Collections by 31 st March on an annual basis	95%
Number of Late Payments Recovered	100%
Response time for Enquiries	Within two (2) working days
Response Time for recovery of late payments	Recovery action started on 100% of payments not received within twenty-eight (28) days of 31 st March

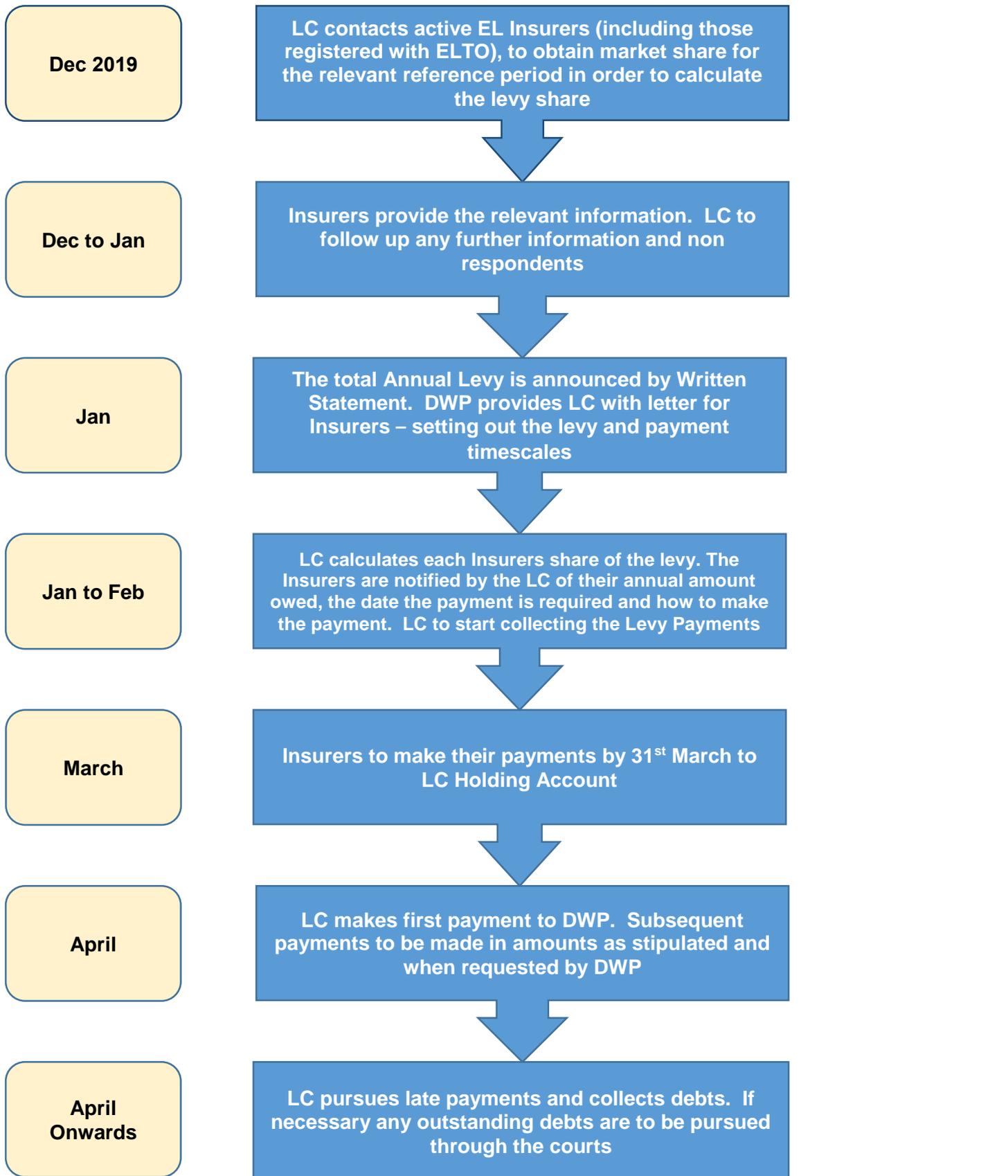
Section 6: Invoicing and Payments

(reference Schedule 2 of Terms & Conditions)

- 6.1 The Contractor must invoice the DWP for payment twice yearly in advance:
- 6.1.1 In November for the period November to April;
 - 6.1.2 In May for the period May to October.
- 6.2 DWP will pay all sums due to the Contractor within thirty days of receipt of a valid invoice. Payment will be made via direct credit transfer into the Contractor's bank account or by other electronic payment methods as appropriate.
- 6.3 DWP will provide the Purchase Order Number to the Contractor prior to invoicing.
- 6.4 The Contractor must ensure that each invoice contains a valid Purchase Order (previously provided by DWP), printed on the invoice and send it for the attention of:
- The Diffuse Mesothelioma Payment Scheme Account Manager
Department for Work & Pensions
Arm's Length Body Partnership Division Policy Group
Caxton House
Tothill Street
LONDON SW1H 9NA**
- 6.5 The Contractor shall provide all appropriate references and a detailed breakdown of the services supplied – including any other documentation required by DWP to substantiate the invoice.

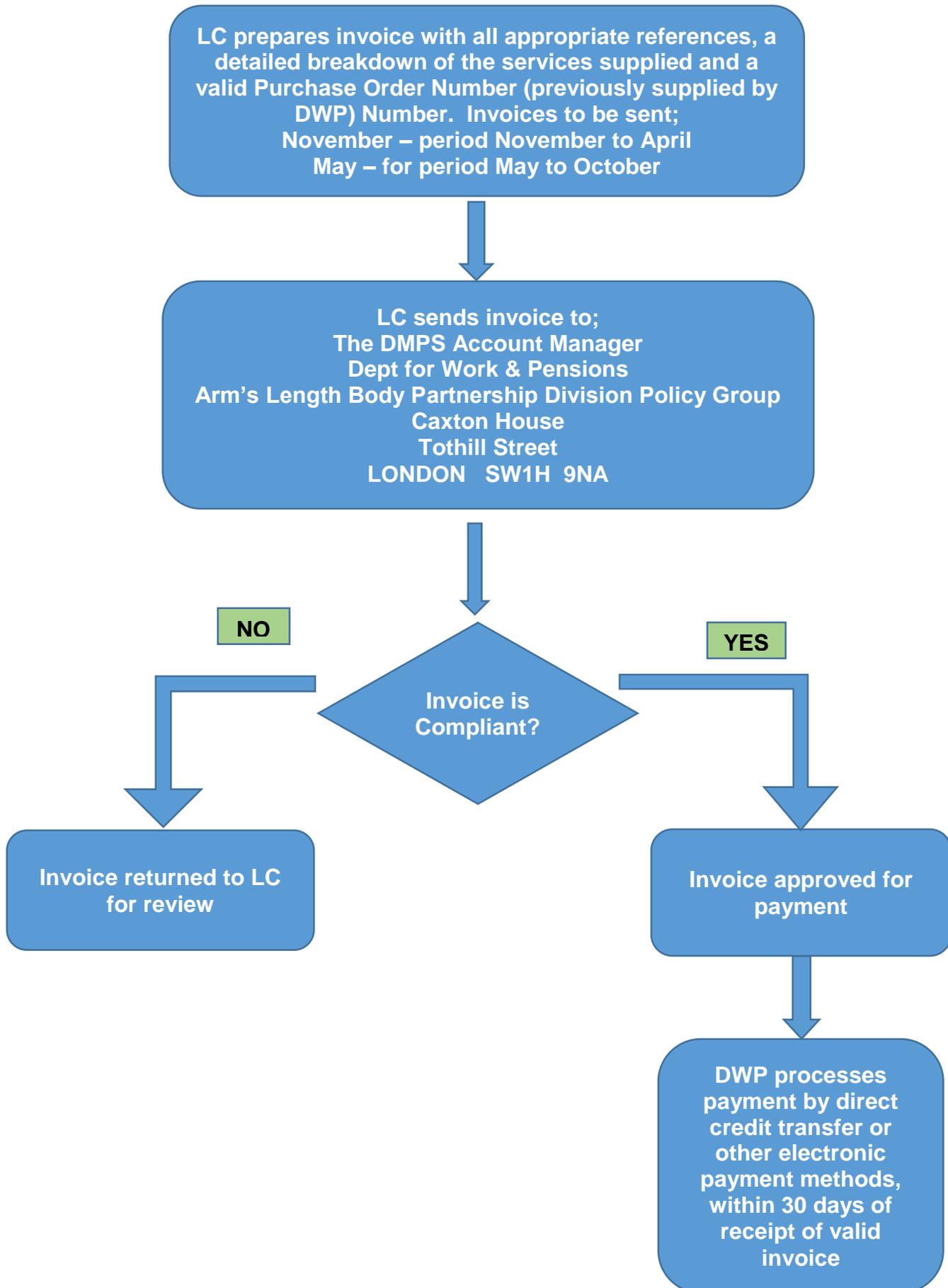
(please refer to Appendix 2)

Appendix 1 – Levy Collection Process Map



LC = Levy Collector
EL= Employers Liability
ELTO = Employers Liability
Tracing Office

Appendix 2 – Invoice Processing and Payment



SCHEDULE 2 – ADMINISTRATION REQUIREMENTS

1 Authority's Authorisation

- 1.1 The following person is the Authority's Representative and is authorised to act on behalf of the Secretary of State for Work and Pensions on all matters relating to the Contract. Contact details are shown in clause A5.3.

Name: **Redacted**

Title: Authority's Representative

- 1.2 The Authority's Representative may approve deputy Authority's Representatives to exercise on his/her behalf such powers as are contained in this Contract.

2 Tracing Services Ltd Authorisation

- 2.1 The following person is the Contractor's Representative and is authorised to act on behalf of the Contractor on all matters relating to the Contract. Contact details are shown in clause A5.3.

Name: **Redacted**

Title: Contractor's Representative

3 Payment Information

- 3.1 The Authority shall issue a purchase order number to the Contractor prior to commencement of the Service.
- 3.2 All invoices payable in compliance with the requirements of clause C2, must include the appropriate purchase order number printed on the invoice and shall be sent to the following address;

**The Diffuse Mesothelioma Payment Scheme Account Manager
Department for Work & Pensions
Arm's Length Body Partnership Division Policy Group
Caxton House
Tothill Street
LONDON SW1H 9NA**

4 Disputed Claims

- 4.1 Notwithstanding paragraph 4.5 of this Schedule, payment by the Authority of all or any part of any invoice rendered or other claim for payment by the Contractor shall not signify approval of such invoice/claim. The Authority reserves the right to verify invoices/claims after the date of payment and subsequently to recover any sums which have been overpaid.
- 4.2 If any part of a claim rendered by the Contractor is disputed or subject to question by the Authority either before or after payment then the Authority may call for the Contractor to provide such further documentary and oral evidence as it may

reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Contractor shall promptly provide such evidence in a form satisfactory to the Authority.

- 4.3 If any part of a claim rendered by the Contractor is disputed or subject to question by the Authority, the Authority shall not withhold payment of the remainder.
- 4.4 If any invoice rendered by the Contractor is paid but any part of it is disputed or subject to question by the Authority and such part is subsequently agreed or determined not to have been properly payable then the Contractor shall forthwith repay such part to the Authority.
- 4.5 The Authority shall be entitled to deduct from sums due to the Contractor by way of set-off any amounts owed to it or which are in dispute or subject to question either in respect of the invoice for which payment is being made or any previous invoice.

SCHEDULE 3 – MONITORING REQUIREMENTS

This Schedule sets out the contract management requirements which are applicable to the delivery of the Services.

1 Reviewing Contract Performance

- 1.1 The Contractor shall work with the Authority to establish and maintain an effective and beneficial working relationship to ensure the Contract is delivered to at least the minimum required standard as specified in Schedule 1 (The Services).
- 1.2 The Contractor shall work with the Authority to establish suitable administrative arrangements for the effective management and performance monitoring of the Contract and shall provide information as requested to monitor and evaluate the success of the Contract and the Contractor's management and delivery of it.
- 1.3 The Contractor shall supply information requested relevant to the delivery of the Services to the Authority, using formats and to timescales specified by the Authority in Schedule 1.
- 1.4 The Authority intends, wherever it can, to capture and collate information through its IT system(s). However, the Authority does reserve the right to make reasonable requests for information (at no additional charge) from the Contractor including ad-hoc requests for information from time to time.
- 1.5 Any additional requests for information shall be considered in consultation with the Contractor as shall the process of defining the methods of collection.
- 1.6 Where an on-going, short-term or one-off requirement is agreed, both Parties agree that it shall be included, or deemed to be included within this Schedule.
- 1.7 Review meetings between the Authority and the Contractor shall also cover, as appropriate, resolving disputes and/or dealing with contractual breaches in accordance with the Terms and Conditions of this Contract. Roles and responsibilities will be documented and the personnel involved in managing the relationship identified and suitably empowered.
- 1.8 The Authority may undertake spot checks at any time to ensure that the Contractor is complying with its obligations under this Contract and the Contractor shall co-operate fully, at its own cost, with the Authority.
- 1.9 The Contractor will be responsible for managing and reporting on any sub-contractual arrangements. Arrangements shall include mechanisms for the provision of management information, including feedback to and from customers, stakeholders and employers; change control procedures and the prompt resolution of any problems. The Authority will agree with the Contractor day-to-day relationship management, contact points, communication flows and escalation procedures.
- 1.10 The Contractor will be expected to continuously improve the quality of the provision including that delivered by Sub-contractors. Where quality falls below acceptable levels the Contractor will be expected to have suitable escalation procedures in

place and, in respect of sub-contracted provision, take action where necessary to terminate the contract.

2 Access

- 2.1 In all instances, the Contractor shall co-operate and provide such reasonable assistance as may be necessary to facilitate such monitoring. Failure to provide such reasonable assistance shall be deemed a "Serious Breach" for the purposes of clause H2 (Termination on Default).

3 Security Requirements

- 3.1 The Authority will review the Contractor's Security Plan when submitted by the Contractor in accordance with Schedule 6 (Security Requirements and Plan) and at least annually thereafter.

4 HMG Baseline Personnel Security Standards

- 4.1 The authority will review the Contractor's HMG Baseline Personnel Security Standards Declaration in accordance with HMG Baseline Personnel Security Standard – A Guide For DWP Contractors.

5 Health and Safety Responsibilities of the Authority Visiting Officers

- 5.1 The Authority representatives visit Contractors and its Sub-contractors for a variety of reasons. In the course of their normal duties such representatives of the Authority shall adopt an 'eyes and ears' approach to monitoring health and safety. In doing this the Authority representatives shall not be conducting a health and safety inspection, nor shall they be in a position to offer advice on whether something is safe or not. Instead they shall approach this from the position of any lay person. If, however, the Authority representative does notice something on which they require assurance or clarification, they shall raise this with the Contractor or the Contractor's Sub-contractor's representative at the location where they are visiting. In no event are the Authority representatives to be seen as offering professional advice on health and safety matters and as such, shall not be liable for any advice or comments or otherwise given to the Contractor or its Sub-contractors or any omission to give such advice, comments or otherwise.

6 Audit Requirements

- 6.1 The Contractor will be required to account for the funds that it handles. Accounts will need to be ratified and supplied to the Authority at an agreed frequency.
- 6.2 The Contractor must demonstrate that audit data stored is reportable and able to be interrogated to enable misuse of the service to be detected.
- 6.3 Access to auditable data must be performed by a secure process and audit data must be retained from the operation of the contract to six (6) years from the end date of the contract in a secure area. It is the Contractor's responsibility to undertake an impact assessment of the data they possess.

- 6.4 The Contractor will produce a set of pre-defined audit reports. Reports should be made available to the Authority electronically. The definition of these reports will be undertaken after contract award.
- 6.5 To provide assurance that the services are being performed in accordance with the contract, the Contractor must allow the Authority to perform checks upon any aspect of their services within the following timeframes:
 - 6.5.1 Seven (7) days' notice for performance checks.
 - 6.5.2 Twenty-four (24) hours' notice where fraudulent breaches or other serious breaches are suspected.
- 6.6 The Authority has the right at any time to request all financial information relating to this contract.

Appendix A – Contractor’s Performance Review Table

The following definitions shall be used to determine the standard rating scale for the Performance Index rating in the Contractor’s Performance Review Table: -

- | | | |
|----------|----------------------------|--|
| 4 | High Standard | <ul style="list-style-type: none"> • Sometimes exceed and consistently achieves the required standard • Very few weaknesses • Limited management support needed. |
| 3 | Acceptable Standard | <ul style="list-style-type: none"> • Meets required standard • Few weaknesses • Some management support needed. |
| 2 | Below Standard | <ul style="list-style-type: none"> • Usually meets, but sometimes fails to meet required standard • Some weaknesses • Considerable management support needed. |
| 1 | Failure | <ul style="list-style-type: none"> • Cannot meet required standard without excessive management support • Many weaknesses. |

Contractor’s Performance Review Table

Date			
Description	Score	Remarks	

**TOTAL
Comments**

**Signed for the
Authority
Signed for the
Contractor**

Date

Date

SCHEDULE 4 – PRICES AND RATES

1 General

For the performance of the Services, the Contractor shall be paid the Contract Price calculated using the prices and rates entered in this Schedule 4 at Annex S.

REDACTED

SCHEDULE 5 – COMMERCIALY SENSITIVE INFORMATION

- 1 The Authority acknowledges that the Contractor has requested that the following information be treated as Commercially Sensitive Information;

Document	Page Number	Section	Clause/ Paragraph	Explanation of harm which may result from disclosure and time period applicable to any sensitivity
Nothing to declare so not applicable to Tracing Services Ltd				

- 2 The Authority will consult with the Contractor on any request for information, identified as Commercially Sensitive, under the FOIA.
- 3 The Authority reserves the right to disclose any Commercially Sensitive Information held within this Contract in response to a request under the FOIA as set out at clause E5 of this Contract.
- 4 The Authority will automatically publish all information provided by the Contractor **not** identified in this Schedule as constituting Commercially Sensitive Information provided that it satisfies the requirements of the FOIA.
- 5 The Authority reserves the right to determine whether any information provided in this Schedule does constitute Commercially Sensitive Information prior to publication.

SCHEDULE 6 – SECURITY REQUIREMENTS AND PLAN

1 Introduction

1.1 This schedule covers;

- a) Principles of security for the Contractor ICT System, derived from the Security Policy, including without limitation principles of physical and information security;
- b) The creation of the Security Plan;
- c) Audit and testing of the Security Plan;
- d) Conformance to ISO/IEC: 27002 (Information Security Code of Practice) and ISO/IEC 27001 (Information Security Requirements Specification) (Standard Specification); and
- e) Breaches of Security.

2 Principles of Security

2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of the Authority's Data.

2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which;

- a) is in accordance with Good Industry Practice and Law;
- b) complies with the Security Policy;
- c) meets any specific security threats to the Contractor System; and
- d) complies with ISO/IEC27002 and ISO/IEC27001 in accordance with paragraph 5 of this Schedule.

2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to minimise the following risks:

- a) loss of integrity of Authority Data;
- b) loss of confidentiality of Authority Data;
- c) unauthorised access to, use of, or interference with Authority Data by any person or organisation;
- d) unauthorised access to network elements and buildings;
- e) use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and

- f) loss of availability of Authority Data due to any failure or compromise of the Services.

3 Security

Introduction

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out in Appendix B.

Development

- 3.3 Within twenty (20) Working Days after the Commencement Date and in accordance with paragraphs 3.10 to 3.12 (Amendment and Revision), the Contractor will prepare and deliver to the Authority for approval the full and final Security Plan which will be based on the draft Security Plan set out in Appendix B.
- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 12 Dispute Resolution. No approval to be given by the Authority pursuant to this paragraph 3.4 of this schedule may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.9 shall be deemed to be reasonable.

Content

- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
 - a) the provisions of this contract; this schedule (including the principles set out in paragraph 2);
 - b) the provisions of Schedule 1 relating to security;
 - c) ISO/IEC27002 and ISO/IEC27001;
 - d) the data protection compliance guidance produced by the Authority.

- 3.6 The references to standards, guidance and policies set out in paragraph 3.5 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.
- 3.7 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authority's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001.
- 3.9 Where the Security Plan references any document which is not in the possession of the Authority, a copy of the document will be made available to the Authority upon request. The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Authority engaged in the Services and shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this schedule.

Amendment and Revision

- 3.10 The Security Plan will be fully reviewed and updated by the Contractor annually, or from time to time to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Contractor ICT System, the Services and/or associated processes; and
 - c) any new perceived or changed threats to the Contractor ICT System.
 - d) a reasonable request by the Authority.
- 3.11 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 3.12 Any change or amendment which the Contractor proposes to make to the Security Plan as a result of an Authority request or change to Schedule 1 or otherwise shall be subject to the change control procedure and shall not be implemented until approved in writing by the Authority.

4 Audit and Testing

- 4.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 4.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such

tests (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Test.

- 4.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery Services. If such tests impact adversely on its ability to deliver the Services to the agreed Service Levels, the Contractor shall be granted relief against any resultant under-performance for the period of the tests.
- 4.4 Where any Security Test carried out pursuant to paragraphs 4.2 or 4.3 above reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to the Authority's approval in accordance with paragraph 3.12, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph 4, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

5 Compliance with ISO/IEC 27001

- 5.1 The contractor shall obtain independent certification of the Security Plan to ISO27001 as soon as reasonably practicable and will maintain such certification for the duration of the Contract.
- 5.2 If certain parts of the Security Policy do not conform to good industry practice as described in ISO27002 and, as a result, the Contractor reasonably believes that its certification to ISO 27001 would fail in regard to these parts, the Contractor shall promptly notify the Authority of this and the Authority in its absolute discretion may waive the requirement to certification in respect of the relevant parts.
- 5.3 The Contractor shall carry out such regular security audits as may be required by the British Standards Institute in order to maintain delivery of the Services in compliance with security aspects of ISO 27001 and shall promptly provide to the Authority any associated security audit reports and shall otherwise notify the Authority of the results of such security audits.
- 5.4 If it is the Authority's reasonable opinion that compliance with the principles and practices of ISO 27001 is not being achieved by the Contractor, then the Authority shall notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO 27001. If the Contractor does not become compliant within the required time then the

Authority has the right to obtain an independent audit against these standards in whole or in part.

- 5.5 If, as a result of any such independent audit as described in paragraph 5.4 the Contractor is found to be non-compliant with the principles and practices of ISO 27001 then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit.

6 Breach of Security

- 6.1 Either party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall;
- a) immediately take all reasonable steps necessary to;
 - i) remedy such breach or protect the Contractor ICT System against any such potential or attempted breach or threat; and
 - ii) prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under this Contract, then the Contractor shall be entitled to refer the matter to the change control procedure in clause F3 (Changes to the Contract).

- b) as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

Appendix A – Security Policy for Contractors

1. The Department for Work and Pensions treats its information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media.
2. In order to protect Departmental information appropriately, our Contractors must provide the security measures and safeguards appropriate to the nature and use of the information. All Contractors of services to the Department for Work and Pensions must comply, and be able to demonstrate compliance, with the Department's relevant policies and standards.
3. The Chief Executive or other suitable senior official of each supplier must agree in writing to comply with these policies and standards. Each Contractor must also appoint a named officer who will act as a first point of contact with the Department for security issues. In addition, all staff working for the Contractor and where relevant Sub-contractors, with access to Departmental IT Systems, Services or Departmental information must be made aware of these requirements and must comply with them.
4. All Contractors must comply with the relevant Standards from the DWP Information Systems Security Standards. The Standards are based on and follow the same format as International Standard 27001, but with specific reference to the Department's use.
5. The following are key requirements and all Contractors must comply with relevant DWP policies concerning:
 6. **Personnel Security**
 - 6.1 Staff recruitment in accordance with government requirements for pre-employment checks;
 - 6.2 Staff training and awareness of Departmental security and any specific contract requirements.
 7. **Secure Information Handling and Transfers**
 - 7.1 Physical and electronic handling, processing and transferring of DWP Data, including secure access to systems and the use of encryption where appropriate.
 8. **Portable Media**
 - 8.1 The use of encrypted laptops and encrypted storage devices and other removable media when handling Departmental information.
 9. **Offshoring**
 - 9.1 The Department's Data must not be processed outside the United Kingdom without the prior written consent of DWP.

10. Premises Security

10.1 Security of premises and control of access.

11. Security Incidents

11.1 Includes identification, managing and agreed reporting procedures for actual or suspected security breaches.

12. All Contractors must implement appropriate arrangements which ensure that the Department's information and any other Departmental assets are protected in accordance with prevailing statutory and central government requirements. These arrangements will clearly vary according to the size of the organisation.

13. It is the Contractor's responsibility to monitor compliance of any Sub-contractors and provide assurance to DWP.

14. Failure to comply with any of these Policies or Standards could result in termination of current contract.

Appendix B – Tracing Services Ltd Draft Security Plan



Annex Y - Draft
Security Plan (v1.0).doc

SCHEDULE 7 - TERMS AND CONDITIONS RELATING TO THE DMPS LEVY COLLECTED BY THE CONTRACTOR ON BEHALF OF THE AUTHORITY

1. The DMPS Levy collected by the Contractor is for the sole purpose of making Diffuse Mesothelioma compensation payments.
2. The Levy will be collected from appropriate insurers on an annual basis by 31st March of each year, in accordance with the Diffuse Mesothelioma Payment Scheme (Levy) Regulations 2014 (S1 2014 No 2904).
3. After the 31st March, the levy payments will be transferred to the DWP Holding Account, in amounts and at frequencies as requested by the Authority.
4. The DMPS Levy funds collected by the Contractor shall be retained by the Contractor in a separate bank (holding) account set up for the purpose of complying with the requirements of this Schedule ("the Account") and shall not be used for any purpose other than for making deposits of the DMPS Levy payments collected. Any interest accrued on the monies held in the Account will remain the property of the Authority.
5. The Contractor shall make available to the Authority on request, the bank statements for the Account.
6. The Contractor shall act fairly and lawfully at all times and use reasonable endeavours to collect the Levy from Insurers. The Contractor shall ensure that any Late Payments are accounted for and subsequently made, and demonstrated that it has taken pro-active and prompt action to obtain payments that are late soon after 31st March each year has elapsed.
7. The Contractor shall collect Late Payments (debt owed) on behalf of DWP through the courts if no other means of collection is successful.
8. The Contractor shall manage the process for handling insurers who become insolvent.
9. The Contractor shall adhere to the Government Accounting Standards as set out in Clause 3.2.13 of the Specification.

Records

10. The Contractor shall comply with Clause E9 of the Contract in relation to the maintenance and retention of timely and accurate accounts of all levy collected. The Contractor shall on request allow the Authority or the Authority's representatives such access to those records as may be requested by the Authority in connection with the Contract.

Security

11. The Contractor shall notify the Authority in writing of the names, positions, and contact details of all persons that the Contractor intends to allow to have access to the Account.

12. The Contractor shall provide the Authority with details of its system for ensuring that no one individual acting alone has access to the account.

SCHEDULE 8 - CONTRACT CHANGE PROCEDURE

1 General Principles of Change Control Procedure

- 1.2 This Schedule sets out the procedure for dealing with Contract Changes and Operational Changes and Substantial Changes.
- 1.3 If either Party is in doubt about whether a change falls within the definition of an Operational Change or a Substantial Change, it must be processed as a Contract Change.
- 1.4 For any Change Communication to be valid under this Schedule, it must be sent in accordance with the provisions of clause A5.

2 Costs

- 2.1 The Contractor shall be entitled to increase the Fees only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources.
- 2.2 The Contractor shall decrease the Fees if the Impact Assessment demonstrates that the proposed Contract Change would result in fewer resources being required to deliver the Services after that Contract Change is implemented than before that Contract Change is implemented.
- 2.3 Any change to the Fees resulting from a Contract Change, whether the change will cause an increase or a decrease in the Fees, will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services affected by the change.
- 2.4 Both Parties costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Contractor shall be paid for by the Contractor.

3 Substantial Change Procedure

- 3.1 Any Substantial Change which is identified within a settlement and/or compromise agreement that is entered into by the Parties under or in connection with this Contract shall constitute a binding change to this Contract and may be implemented by the Parties without following the Change Control Procedure provided that:
- (a) the Substantial Change relates to:
- (i) the scope of the Services (including any change which limits, amends or extends the Services to be provided by the Contractor); and/or
 - (ii) an agreement between the Parties to waive the application of remedies for breach of this Contract; and/or
 - (iii) the standards by which the Services must be performed by the Contractor; and/or

an agreement by the Parties to change the amounts payable by the Authority to the Contractor under or in connection with this Contract (including any change to the manner in which the Fees are calculated), provided always that such Substantial Change would not alter the overall nature of the Contract.

4 Operational Change Procedure

- 4.1 Any Operational Changes identified by either Party to improve operational efficiency of the Services may be implemented by the Contractor without following the Change Control Procedure provided they do not:
- (a) involve the Authority in paying any additional Fees or other costs;
 - (b) have an impact on the business of the Authority;
 - (c) require a change to the Terms and Conditions; or
 - (d) have a direct impact on use of the Services.
- 4.2 Either Party may request an Operational Change by submitting an Operational Change Request to other Party at any time during the Contract Period.
- 4.3 If the Party that receives an Operational Change Request wishes to agree to the Operational Change it must submit an Operational Change Confirmation to the other Party.
- 4.4 The Contractor shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 4.5 The Contractor shall complete the Operational Change by the date agreed by the Parties in the Operational Change Confirmation and shall promptly notify the Authority when it is completed.

5 Contract Change Procedure

- 5.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Appendix 1.
- 5.2 If the Authority issues a Change Request, then the Contractor shall provide as soon as reasonably practical, and in any event within ten (10) Working Days of the date of receiving the Change Request, an Impact Assessment to the Authority.
- 5.3 If the Contractor issues the Change Request, then it shall provide an Impact Assessment to the Authority at the same time as the Change Request.
- 5.4 If the Contractor requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall make a request for clarification to the Authority within three (3) Working Days of the date of receiving the Change Request.
- 5.5 Provided that sufficient information is received by the Authority to fully understand the nature of the request for clarification and the reasonable justification for the

request, the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

6 Impact Assessment

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

- (a) details of the impact the proposed Contract Change will have on the Services and the Contractor's ability to meet its other obligations under this Contract;
- (b) any additional changes to the terms of this Contract that will be required as a result of that impact which may include changes to:
 - (i) the Services;
 - (ii) the format of Authority Data, as set out in the Services;
 - (iii) any timetable previously agreed by the Parties; and
 - (iv) other services provided by third party contractors to the Authority, including any changes required by the proposed Contract Change to the Authority ICT System;
- (c) a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- (d) details of how the proposed Contract Change will ensure compliance with any applicable change in Law which impacts on the performance of the Services which comes into force after the Commencement Date;
- (e) any amendments to the Contract wording proposed in the Change Request Form;
- (f) such other information as the Authority may reasonably request in (or in response to) the Change Request;
- (g) details of the cost of implementing the proposed Contract Change; and
- (h) details of any ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Fees, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party.

6.2 The calculation of costs for the purposes of paragraphs 6.1 (g) and (h) shall:

- (a) include estimated volumes of each type of resource to be employed and the applicable rate card, where appropriate;
- (b) include full disclosure of any assumptions underlying such Impact Assessment;
- (c) include evidence of the cost of any assets required for the Change; and

(d) include details of any new Sub-contracts necessary to accomplish the Change.

6.3 The Authority shall review the Impact Assessment and respond to the Contractor in within fifteen (15) Working Days of receiving the Impact Assessment.

6.4 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment or that a Change Request or Impact Assessment contains errors, it shall notify the Contractor of this fact and detail any further information that it requires. The Contractor shall then re-issue the relevant Impact Assessment to the Authority within ten (10) Working Days of receiving such notification.

6.5 At the Authority's discretion, the Parties may repeat the process set out in paragraph 5 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request.

7 Authority's Right of Approval

7.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Contractor, the Authority shall do one of the following:

(a) approve the proposed Contract Change; or

(b) in its absolute discretion reject the Contract Change, in which case it shall notify the Contractor of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Contractor or the Services to comply with any changes in Law.

7.2 No proposed Contract Change shall be implemented by the Contractor until a Change Authorisation Note has been signed and issued by the Authority.

7.3 Unless the Authority expressly agrees (or requires) otherwise in writing, the Contractor shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply.

7.4 Any discussions, negotiations or other communications which may take place between the Authority and the Contractor in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.

7.5 If the Authority approves the proposed Contract Change and it has not been rejected by the Contractor, then the Authority shall prepare two (2) copies of a Change Authorisation Note substantially in the form of Appendix 2 and send them to the Contractor, the Contractor shall sign both copies and deliver both signed copies to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Contractor. On the Authority's signature the Change Authorisation Note shall constitute a binding change to this Contract.

8 Contractor's Right of Rejection

8.1 Following an Impact Assessment, if the Contractor reasonably believes that any proposed Contract Change which is requested by the Authority would:

- (a) materially and adversely affect the risks to the health and safety of any person; and/or
- (b) require the Services to be performed in a way that infringes any Law,

then the Contractor shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment.

9 Contract Management

9.1 The Parties shall update their contracts to reflect all Contract Changes or Operational Changes agreed in the relevant Change Authorisation Note or Operational Change Letter and annotate with a reference to the Change Authorisation Note or Operational Change Letter pursuant to which the relevant Contract Changes or Operational Changes were agreed.

Appendix 1

Change Request Form

(For Completion by Party Requesting Change)

CR No:	Contract Title & Contract Number:	Contractor Name:
Contract Change Title:		Contract Change Implementation Date:
Full Description of Requested Contract Change (including proposed changes to wording of the contract):		
Reasons for and Benefits of Requested Contract Change:		
Name of Requesting Change Owner:		
Signature of Requesting Change Owner:		
Date of Request:		
(For Completion by Contractor)		
Disadvantages of Requested Contract Change, if any:		
Details of any proposed alternative scenarios, if any;		
Assigned for Impact Assessment by (Name?):		
Assigned for Impact Assessment to (Name?):		
Assigned for Impact Assessment (Date?):		

Appendix 2

Change Authorisation Note

(For Completion by the Authority)

CR No:	Contract Title & Contract No:	Contractor Name:
Contract Change Title:		Contract Change Implementation Date:
Detailed Description of Agreed Contract Change for which the Impact Assessment has been prepared. Provide details;		
Details of Agreed adjusted Fees resulting from the Contract Change for which the Impact Assessment has been prepared. Provide details;		
Amended/New Contract Wording – must include details of Cross Referencing to Original Contract Documents;		
In consideration of the rights and obligations created, granted and assumed by each party to the other party pursuant to this Change Authorisation Note, the parties have agreed to enter into this Change Authorisation Note.		
The provisions of the Contract shall, save as amended in this Change Authorisation Note, continue in full force and effect, and shall be read and construed as one document with this Change Authorisation Note.		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE CONTRACTOR:
Signature:		Signature:
Name:		Name:
Position:		Position:
Date:		Date:

SCHEDULE 9 - PROCESSING PERSONAL DATA

Not used

SCHEDULE 10 - TRACING SERVICES LTD TENDER RESPONSE (Technical Envelope)



Technical Envelope
Evaluation Questions

SCHEDULE 11 - TRACING SERVICES LTD – QUESTION & ANSWER LOGS ItT, 2 & 3



Q and A Log 2



Q and A Log 3



ITT Q and A Log

Payments and Charge Payments and Charge -Bravo.docx

SCHEDULE 12 – TENDER CLARIFICATION



Charging and Key
Personnel V1.0.docx