



Department
for Work &
Pensions

CONTRACT

For

The Provision of Resource Augmentation Services for UC Administration

Between

**THE SECRETARY OF STATE FOR WORK AND PENSIONS
("Authority") acting as part of the Crown.**

And

**CAPITA BUSINESS SERVICES LIMITED
Registration Number: 02299747 ("Contractor")**

CONTRACT REFERENCE NUMBER: ecm_8111

CONTENTS PAGE

BACKGROUND	6
A. GENERAL PROVISIONS	6
A1 Definitions and Interpretation	6
A2 Initial Contract Period	20
A3 Contractor's Status	20
A4 Authority's Obligations	20
A5 Notices	21
A6 Mistakes in Information	21
A7 Conflicts of Interest	21
A8 Prevention of Fraud	22
A9 Exclusion of Sub-contractors	23
A10 Volumes	23
B. SUPPLY OF SERVICES	24
B1 The Services	24
B2 Provision and Removal of Equipment	24
B3 Manner of Carrying Out the Services	25
B4 Key Personnel	26
B5 Contractor's Staff	26
B6 Not Used	28
B7 Not Used	28
B8 Not used	28
B9 Offers of Employment	28
B10 Transfer of Undertakings (Protection of Employment) (TUPE)	28
B11 Not Used.	30
B12 Not Used.	31

B13 Pension Protection	31
B14 Not Used.	32
C. PAYMENT AND CONTRACT PRICE	32
C1 Contract Price	32
C2 Payment and VAT	32
C3 Recovery of Sums Due	35
C4 Price adjustment on extension of the Initial Contract Period	35
C5 Euro	36
C6 Third Party Revenue	36
D. STATUTORY OBLIGATIONS AND REGULATIONS	36
D1 Prevention of Bribery and Corruption	36
D2 Discrimination	38
D3 The Contracts (Rights of Third Parties) Act 1999	38
D4 Not used	38
D5 Health and Safety	39
D6 Not Used	40
D7 Tax Compliance	40
D8 Termination Rights due to any Occasion of Tax Non-Compliance	40
E. PROTECTION OF INFORMATION	41
E1 Authority Data	41
E2 Protection of Personal Data	43
E3 Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989	48
E4 Confidential Information	48
E5 Freedom of Information	51
E6 Publicity, Media and Official Enquiries	52
E7 Security	52

E8 Intellectual Property Rights	52
E9 Audit and the National Audit Office	54
E10 Exceptional Audits	56
E11 Audit Costs	57
E12 Malicious Software	57
F. CONTROL OF THE CONTRACT	58
F1 Transfer and Sub-Contracting	58
F1A Advertising Sub-contractor opportunities	60
F2 Waiver	60
F3 Contract Change	61
F4 Severability	62
F5 Remedies in the Event of Inadequate Performance	62
F6 Remedies Cumulative	64
F7 Monitoring of Contract Performance	64
F8 Financial Assurance	64
F9 Extension of Initial Contract Period	65
F10 Entire Agreement	65
F11 Counterparts	66
G. LIABILITIES	66
G1 Liability, Indemnity and Insurance	66
G2 Not used	68
G3 Warranties and Representations	68
G4 Not Used.	69
H. DEFAULT, DISRUPTION AND TERMINATION	69
H1 Termination on Insolvency and Change of Control	69
H2 Termination on Default	71

H3 Break	71
H4 Consequences of Expiry or Termination	72
H5 Disruption	74
H6 Recovery upon Termination	76
I. DISPUTES AND LAW	76
I 1 Governing Law and Jurisdiction	76
I 2 Dispute Resolution	76

Schedules

Schedule 1 – Services

Schedule 2 – Administration Requirements

Schedule 3 – Monitoring Requirements

Schedule 4 - Contract Price

Schedule 5 – Commercially Sensitive Information

Schedule 6 – Security

Schedule 7 – Not Used

Schedule 8 – Not Used

Schedule 9 – Not Used

Schedule 10 – Not Used

Schedule 11 – Change Control Procedure

Schedule 12 – Personal Data and Data Subjects

Schedule 13 – Ramp Up/Ramp Down Mechanism

This Contract is made on the 21st April 2020

between the Parties The Secretary of State for Work and Pensions

(**"the Authority"**) acting as part of the Crown.

Of Quarry House,
Quarry Hill
Leeds
LS2 7UA

And Capita Business Services Limited

with Company Registration Number 02299747

having the main or registered office at 30 Berners Street, London, England W1T 3LR

(**"the Contractor"**)

individually referred to as "**Party**" and collectively as "**the Parties**"

BACKGROUND

1. In the midst of the Coronavirus crisis and in a short period since the UK lockdown, the Authority has seen over 950,000 applications for the main income support benefit, Universal Credit. The surge in applications dwarfs the impact suffered by the benefits systems during the 2008 financial crisis.
2. The Authority has moved tens of thousands of staff already to deal with these applications but further resources are required.
3. As the Contractor is already a provider of services to the Authority, it understands the business of the Authority and amongst other matters, the security and privacy environment in which the Authority is required to operate.
4. The Authority is therefore and on reliance upon the Contractor's skill and expertise, under Regulation 32(2)(c) of the Public Contract Regulations 2015, direct awarding this contract to the Contractor for the provision of certain services to assist the Authority in the handling of the surge in telephone enquiries in respect of Universal Credit.

IT IS HEREBY AGREED:

A.GENERAL PROVISIONS

A1 Definitions and Interpretation

- A1.1 In this Contract the following provisions shall have the meanings given to them below:-

“Administration” means the administrative receivership of a company under the management of an administrator under the Insolvency Act 1986 (as amended).

“Affiliate” means in relation to any company, any holding company or subsidiary of that company or any subsidiary of such holding company, and “holding company” and “subsidiary” shall have the meaning given to them in section 1159 of the Companies Act 2006.

“AHT” means the average call handling time notified to the Contractor by the Authority during the Weekly Resource Planning Meeting which at the Effective Date is between four (4) minutes and eight (8) minutes.

“Approval” means the prior written consent of the Authority including consent provided by email by the Authority’s Representative.

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

“Authority Assets” mean any Authority Devices and Authority Data.

“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 Device” means any asset that provides an ICT function and is used by the Authority to conduct its business and operations.

“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 ICT system or which is necessary for the Authority to receive the Services.

“Authority’s Premises” means any premises owned by the Authority or for which the Authority has legal responsibility.

“Authority’s Representative” means the representative(s) of the Authority authorised to act on behalf of the Secretary of State for Work and Pensions on all matters relating to the Contract and shall be the person(s) named in paragraph 1.1 of Schedule 2.

Authority's Security Requirements means the Authority's security requirements set out in the Contract which include the requirements set out in Schedule 6 to the Contract.

Authority's Systems Environment means all of the Authority's ICT systems which are or may be used for the provision of 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.

Breach of Security means the occurrence of:

- (i) any unauthorised access to or use of Authority Assets, the Authority's Systems Environment (or any part thereof) and Contractor's Systems Environment (or any part thereof);
- (ii) the loss and/or unauthorised disclosure of any Authority Assets, the Authority's Systems Environment (or any part thereof) and Contractor's Systems Environment (or any part thereof);
- (iii) any unauthorised event resulting in loss of availability of any Authority Assets, Authority's Systems Environment (or any part thereof) and Contractor's Systems Environment (or any part thereof);
- (iv) any unauthorised changes or modification to any Authority Assets, the Authority's Systems Environment (or any part thereof) and Contractor's Systems Environment (or any part thereof).

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.

Business Continuity Plan means any plan prepared as directed in clause H5.6, as may be amended 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 which must be sent pursuant to the Change Control Procedure.

Change Control Procedure means the procedure for proposing a Contract Change, as set out in Schedule 11 (Change Control Procedure).

Change in Law means any change in law which impacts on the performance of the Services which comes into force from and including the Commencement Date.

“Change Request” means a written request for a Contract Change which include the information as specified in the form of Appendix 1 of Schedule 11 (Change Control Procedure).

“Claimant” means the persons directly receiving the Services provided by the Contractor.

“Commencement Date” means the date on which this Contract is signed/sealed.

“Commercially Sensitive Information” means the Information:-

- (i) listed in Schedule 5 (Commercially Sensitive Information);
- (ii) notified to the Authority in writing (prior to the Commencement Date) which has been clearly marked as Commercially Sensitive Information which is provided by the Contractor to the Authority in confidence; or
- (iii) which constitutes a trade secret.

“Comparable Supply” means the supply of services to another customer of the Contractor that are the same or similar to any of 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 Intellectual Property Rights, 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 the disclosure of which shall be carried out in accordance with clause E4; 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.

“Contacts” means those telephone calls routed for handling by the Contractor as part of the provision of the Services.

“Contract” means this written agreement between the Authority and the Contractor consisting of these terms and conditions of contract and any attached Schedules, Appendices and any document referred to in the Schedules or Appendices, including the Specification and the Contractor Guidance.

“Contract Change” means any change to this Contract other than an Operational Change, including, for the avoidance of doubt, the Services, any restatement and any supplement to the Contract.

“Contracting Body” or **“Contracting Bodies”** means the Department for Work and Pensions and any contracting body as defined in the Public Contracts Regulations 2015.

“Contractor” means the person, partnership or company with which the Authority enters into the Contract.

“Contractor Guidance” means the instructions and recommended practices, including any instructions of an operational nature, and/or relating to sustainable development and promotion of race equality and non-discrimination, copies of which have been provided by the Authority to the Contractor prior to the Commencement Date, and any other instructions and recommended practices notified by the Authority to the Contractor from time to time.

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

“Contractor’s Representative” means the person named in paragraph 2.1 of Schedule 2 (Administration Requirements).

“Contractor’s Systems Environment” means any ICT systems provided by the Contractor (and any Sub-contractor) which are or may be used for the provision of the Services.

“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 F9 (Extension of Initial Contract Period), the date of expiry of the extended period, or

- c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

“Contract Price” means the price (exclusive of any applicable VAT), payable to the Contractor by the Authority under the Contract, as set out in Schedule 4 (Contract Price), 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) together with any other charges set out in Schedule 4 (Contract Price) or otherwise invoiced to the Authority.

“Contracts Finder” means the Government’s publishing portal for public sector procurement opportunities.

“Contract Year” means each twelve (12) month period throughout the duration of this Contract commencing on the Commencement Date provided that in the event of termination or on expiry, whichever is earlier, the last "Contract Year" shall be the shorter period commencing on the anniversary of the Commencement Date occurring immediately prior to the date of termination or expiry (as applicable) until the date on which termination or expiry (as applicable) takes effect.

“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. In this Contract, the Authority is acting as part of the Crown.

“Data Controller” shall have the same meaning as given in Data Protection Legislation.

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

“Data Processor” shall have the same meaning as given in the Data Protection Legislation.

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

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA, the Criminal Law Enforcement Data Protection Directive 2016/680, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive

2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iii) all applicable Law relating to the processing of Personal Data and privacy.

“Data Protection Officer” shall have the same meaning as given in Data Protection Legislation.

“Data Subject” shall have the same meaning as given in Data Protection Legislation.

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

“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 personnel including directors, officers, employees, sub-contractors, servants, agents and consultants 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.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to the National Insurance Contributions by the National Insurance Contribution (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

“DPA” means the Data Protection Act 2018.

“DWP Offshoring Policy” means the Authority’s policy and procedures in relation to hosting or accessing the Authority ICT System or official information outside of the UK including Landed Resources as advised to the Contractor by the Authority from time to time.

“Effective Date” shall have the meaning given to it in Clause A2.

“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 equipment (including hardware and software), 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.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Staff or any other failure in the Contractor’s or a sub-contractor’s supply chain;

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

“General Anti-Abuse Rule” means:-

- a) the legislation in Part 5 of the Finance Act 2013; and
- b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

“General Change in Law” means 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.

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

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“ICT” means information and communications technology.

“Impact Assessment” means an assessment of a Change Request in accordance with paragraph 5 of Schedule 11 (Change Control Procedure).

“In Building Shrinkage” shall have the meaning given to it in paragraph 2.1 of Schedule 13 (Ramp Up/Ramp Down Mechanism).

“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 Contract in accordance with the Law or the provisions of the Contract.

“Intellectual Property Rights” means patents, inventions, trade marks, 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, goodwill 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.

“International Organisation” shall have the same meaning as given in Data Protection Legislation.

“Key Personnel” means those persons described as such in Schedule 2 (Administration Requirements).

“Landed Resources” means when the Contractor or its Sub-contractor causes foreign nationals to be brought to the United Kingdom to provide the Services.

“Law” means any applicable law, Act of Parliament, subordinate legislation including legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable European Union right including enforceable rights 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, regulation, directive, order, mandatory guidance, code of practice and/or requirements or any Regulatory Body of which the Contractor is bound to comply.

“LED” 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 loss, liabilities, claims, damages, costs, charges, outgoings and expenses (including legal expenses) of every description, provided in each case that such loss is 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.

“Material Breach” means a breach that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:-

- a) a substantial portion of the Contract; or
- b) any of the obligations set out in clauses A, B, D, E, F, H, during the term of the Contract;
- c) any Default which is specified in the Contract as a ‘Material Breach’ or which may be deemed to be a Material Breach.

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

“Measurement Period” means the period agreed between the Parties pursuant to paragraph 5 of Schedule 3 (Monitoring Requirements) during which the Contractor’s performance against the Service Levels will be measured.

“Medium Term Resource Plan” shall have the meaning given to it in paragraph 1.4 of Schedule 13 (Ramp Up/Ramp Down Mechanism).

“Month” means calendar month.

“Occasion of Tax Non-Compliance” means

any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:-

- (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; or
- (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or and equivalent or similar regime; or
- (iii) the Contractor’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.

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

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

- (ii) 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;
- (iii) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's System Environment; and
- (iv) will not require a change to this Contract.

"Operational Change Confirmation" means a written response to an Operational Change Request in which the Party that receives the Operational Change Request confirms its agreement to it. The confirmation may be sent by electronic mail or letter.

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

"Operatives" means those appropriately trained contact centre personnel employed by the Contractor to handle, manage and deal with Contacts.

"Out of Building Shrinkage" shall have the meaning given to it in paragraph 2.1 of Schedule 13 (Ramp Up/Ramp Down Mechanism).

"Party" means a party to the Contract.

"Performance Improvement Plan" means the plan to be provided by the Contractor in accordance with clauses F5.2.2 and F5.2.4(i).

"Personal Data" shall have the same meaning as given in Data Protection Legislation and shall include Special Categories of Personal Data.

"Personal Data Breach" shall have the same meaning as given in Data Protection Legislation.

"Pre-Existing Intellectual Property Rights" means any Intellectual Property Rights vested in or licensed to the Authority or the Contractor prior to or independently of the performance by the Authority or the Contractor of their obligations under this Contract and in respect of the Authority includes Authority Data.

"Premises" means any commercial or business locations of the Contractor from where the Services are supplied from time to time.

"Prohibited Act" shall have the meaning given in clause D1.

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

“Protective Measures” means appropriate technical and organisational measures which shall be sufficient to secure that the Data Processor will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject and may include (without limitation):

- (i) Pseudonymisation and encrypting Personal Data;
- (ii) ensuring on-going confidentiality, integrity, availability and resilience of systems and services used for data processing;
- (iii) measures to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- (iv) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
- (v) regularly assessing and evaluating the effectiveness of such measures adopted by it.

“Pseudonymisation” shall have the same meaning as given in Data Protection Legislation.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

“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.

“Relevant Tax Authority” means HM Revenue & Customs or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Relevant Transfer” means a transfer of employment upon the termination of this Contract to which the TUPE Regulations apply.

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

“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 Policies” mean the Authority’s Security Policies published by the Authority from time to time and shall include any successor, replacement or additional Security Policies. The Security Policies are set out in Annex A to Schedule 6 (Security).

“Security Policies and Standards” mean the Security Policies and the Security Standards.

“Security Standards” mean the Authority’s Security Standards published by the Authority from time to time and shall include any successor, replacement or additional Security Standards. The Security Standards are set out in Annex B to Schedule 6 (Security).

“Service(s)” means the services to be provided pursuant to the recitals for and in connection with the handling of telephone calls in respect of Universal Credit queries, as more particularly described in the Specification.

“Service Credit At Risk Amount” means [REDACTED] of the Contract Price paid or payable by the Authority in respect of the Measurement Period for which Service Credits are due.

“Service Credits” means the service credits calculated in accordance with the calculation and/or formula agreed between the Parties pursuant to paragraph 5 of Schedule 3 (Monitoring Requirements).

“Service Levels” means the performance levels agreed between the Parties pursuant to paragraph 5 of Schedule 3 (Monitoring Requirements).

“Shrinkage” means In Building Shrinkage and Out of Building Shrinkage.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

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

“Specification” means the description of the Services to be provided as specified in Schedule 1 (The Services).

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

“Staff” mean all persons employed by the Contractor to perform its obligations under the Contract including directors, officers, employees together with the Contractor’s servants, agents, consultants, contractors of the Contractor,

suppliers and Sub-contractors used or engaged in the performance of its obligations under the Contract.

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

“Sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain between the Contractor and the Sub-Contractor, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract).

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

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

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

“Transferring Employee(s)” means each employee of the Contractor or any of its sub-contractors who is the subject of a Relevant Transfer to the Authority upon the expiry or termination of this Agreement by virtue of the application of the TUPE Regulations.

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

“Universal Credit” means the scheme administered by the Government for the payment of living costs to eligible members of the public.

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

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

“Weekly Resource Planning Meeting” means the weekly meeting held between the Parties pursuant to paragraph 1.1 of Schedule 13 (Ramp Up/Ramp Down Mechanism).

“Working Day” means any day other than a Saturday, Sunday, or public holiday when banks in the United Kingdom are open for business.

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) Reference to a clause is a reference to the whole of that clause unless stated otherwise;
- c) Reference to any statute, law, order, regulation or other similar instrument shall be construed as a reference to the statute, law, order, regulation or instrument as subsequently amended or re-enacted;
- d) 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;
- e) The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- f) The words “integrity”, “availability”, “related properties of information” and “threat landscape” shall have the meaning ascribed to them in accordance with Good Security Practice (as defined in Schedule 6 (Security))

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

A2 Initial Contract Period

This Contract shall commence on the Commencement Date but shall take effect on 7 April 2020 (“**Effective Date**”) and shall continue in full force and effect for a period of six (6) months from the Effective Date the expiry date therefore being 11.59pm on 6 October 2020, unless it is otherwise terminated earlier in accordance with the provisions of this Contract, or otherwise lawfully terminated, or extended under clause F9 (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 this 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 and conditions of this Contract.

A4 Authority’s Obligations

Save as otherwise expressly provided, the obligations of the Authority under this Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon, or in any other way 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 this Contract (howsoever arising), on the part of the Authority to the Contractor.

A5 Notices

A5.1 Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under this 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 electronic mail or by letter (such letter may be delivered by hand or sent by registered post or by recorded delivery). 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. Such letters shall be addressed to the other Party in the manner referred to in clause A5.3.

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

- a) For the Authority:
Address: DWP Commercial Directorate, 1st Floor South Zone Q, Quarry House, Quarry Hill, Leeds LS2 7UA
For the attention of: [REDACTED]
Email: [REDACTED]
- b) For the Contractor:
Address: Capita, Hepworth House, Claypit Lane, Leeds LS2 8AE
For the attention of: [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 due to the Authority as a result of any discrepancies, errors or omissions therein except where such discrepancies, errors or omissions originate from documentation supplied by the Authority.

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 financial or personal interests of the Contractor and the duties owed to the Authority under the provisions of this 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 this 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 financial or personal interests of the Contractor and the duties owed to the Authority under the provisions of this 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 for the duration of this 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 its Sub-contractors are required to:-

- a) have an established system that enables the Contractor and its Staff to report inappropriate behaviour by colleagues in respect of Contract performance claims;
- b) ensure that their 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 and/or Sub-contractor's 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 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 Staff, including its directors. 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 and/or its Staff commit Fraud including deliberately submitting false claims for Contract payments with the knowledge of its senior officers in relation to this or any other contract with the Crown (including the Authority or any other Contracting Body) the Authority may:-

- a) terminate the Contract by serving written notice on the Contractor 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 Default of this clause.

For the avoidance of doubt any breach referred to in clause A8.3 shall constitute a Material Breach entitling the Authority to exercise its rights under clause F5.2A.

- A8.4 Without prejudice to Clause A8.2, the Contractor shall co-operate fully with the Authority and assist it in the identification of Claimants who may be unlawfully claiming state benefits. The Authority may from time to time brief the Contractor as to the co-operation and assistance it reasonably requires including the provision of information regarding fraud by Claimants. On receipt of the information, further evidence may be collected by the Authority or other department, office or agency of Her Majesty's Government with a view to prosecution.

A9 Exclusion of Sub-contractors

- A9.1 Where the Authority considers under Regulation 71(8) of the Public Contracts Regulations 2015 whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then:-

- a) If the Authority finds there are compulsory grounds for exclusion, the Contractor shall replace or shall not appoint the Sub-contractor;
- b) If the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Contractor to replace or not to appoint the Sub-contractor and the Contractor shall comply with such a requirement.

- A9.2 The Contractor shall include in every Sub-contract:-

- a) a right for the Contractor to terminate that Sub-contract if the relevant Sub-contractor fails to comply in the performance of its contract with legal obligations in connection with environmental, social or labour law matters; and
- b) a requirement that the Sub-contractor includes a provision having the same effect as clause A9.2 (a) in any Sub-contract which it awards.

A10 Volumes

The Contractor acknowledges that no guarantee is given by the Authority in respect of volumes of Services. Any volumes set out in any part of this Contract shall be indicative only and shall not be binding on the Authority.

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 this Contract, including the Specification (which forms part of the Contract) 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 those elements of the Services (if any) that are provided at the Premises during normal business hours on reasonable notice. For the avoidance of doubt, the Authority acknowledges and agrees that during the Contract Period, unless otherwise agreed between the Parties, the Services shall be provided by the Contractor and its Staff using a 'home-working' solution that will involve the Services being provided from the relevant Staff's own homes.
- 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.
- B1.3 Not used
- B1.4 The Contractor shall comply with its obligations set out in Schedule 13 (Ramp Up/Ramp Down Process).

B2 Provision and Removal of Equipment

- B2.1 Subject to B2.8, the Contractor shall provide all the Equipment necessary for the supply of the Services.
- B2.2 If the Contractor delivers any Equipment or begins any work or commences provision of any part of the Services without obtaining prior Approval, this shall be at the Contractor's own risk and cost.
- B2.3 Not used.
- B2.4 Not used.
- B2.5 Not used.
- B2.6 Not used
- B2.7 The Authority may at its option purchase any item of Equipment from the Contractor at any time, if the Authority considers that the item is likely to be required. The purchase price to be paid by the Authority shall be the fair market value.

- B2.8 The Authority shall provide on loan to the Contractor laptops and mini desktops on an “as is” basis together with any such other equipment as may be agreed between the Parties (“**Authority Provided Equipment**”) in such numbers as is agreed between the Parties for use by Operatives or other Staff.
- B2.9 The Contractor shall maintain all items of Authority Provided Equipment and shall be liable for all and any loss or damage of any Authority Provided Equipment (subject to fair wear and tear).
- B2.10 During the Contract Period, the Contractor shall:
- a) create and maintain a register of all Authority Provided Equipment (as defined in clause B2.8 above), detailing its:
 - (i) make, model and asset number; and
 - (ii) condition and physical location;
 - b) at all times keep the register up to date, in particular in the event that any Authority Provided Equipment is added to or removed from the register;
 - c) procure that all Authority Provided Equipment listed in the register is clearly marked to identify that it is exclusively used for the provision of the Services under this Contract; and
 - d) procure that all Authority Provided Equipment is identified as such and that a label with the asset number and identifying it as Authority property is attached to each item of Authority Provided Equipment before it is used for the provision of the Services.

B3 Manner of Carrying Out the Services

- B3.1 The Contractor shall use reasonable endeavours to comply with the Quality Standards, and where the Contractor has accreditation from a Quality Standards authorisation body at the Commencement Date, it shall maintain accreditation with the relevant Quality Standards authorisation body if and to the extent that any such accreditation is applicable to the Services and it shall also comply with the other standards specified in this Contract. 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 Monthly during the Contract Period.

B3.5 The Contractor shall ensure that the Services and any activities associated or connected with them are at all times provided in England and Wales only.

B3.5A The Contractor shall provide the Services so that the Service Levels are met during each Measurement Period.

B3.5 If the Contractor fails to provide the Services in accordance with the Service Levels during any Measurement Period the Contractor shall pay the Authority the Service Credits.

B3.6 Not used

B3.7 The Contractor shall use all reasonable endeavours to provide adequate numbers of Staff to provide the Services in accordance with this Contract.

B3.8 Not used.

B3.9 As soon as reasonably practicable after the Commencement Date, the Parties shall use all reasonable endeavours to agree in accordance with the Change Control Procedure a process, in accordance with the provisions of Schedule 1 (Services), Appendix 6, for dealing with and responding to all complaints made by Claimants or the Claimants' representative, as the case may be. For the avoidance of doubt, the complaints process to be agreed in accordance with this clause B3.9 shall be without prejudice to clauses E2.6, E2.8 and F5.

B4 Key Personnel

B4.1 The Contractor acknowledges that the Key Personnel are those personnel of the Contractor that are essential to the proper provision of the Services to the Authority and such personnel are set out in Schedule 2 (Administration Requirements).

B4.2 The Key Personnel shall not be released from supplying the Services without prior Approval.

B4.3 Any replacements to the Key Personnel shall be subject to prior Approval. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Authority shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

B5 Contractor's Staff

B5.1 The Authority may, by written notice to the Contractor, withdraw permission for any member of Staff (or any person employed or engaged by any member of the

Staff) to be engaged in the provision of the Services where the continued presence of:-

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

would, in the reasonable opinion of the Authority, be undesirable.

B5.1A In so far as any of the Staff are furloughed in accordance with the UK Government's Coronavirus Job Retention Scheme ("**Originally Furloughed Staff**") prior to the commencement of this Agreement, the Contractor shall ensure, and shall procure that any of its Sub-contractors shall ensure, that those Staff cease to be furloughed prior to engaging them on activities in pursuance of the performance of the Contractor's obligations under this Contract.

B5.1B In the event that the Contractor has to return either the Originally Furloughed Staff or any otherwise re-deployed employees, in each case currently providing the Services, back to their original roles with the Contractor (a "**Furloughed Staff Exit**"), then the Contractor shall fulfil such staffing requirements under its existing contracts and the Contractor shall, subject to clause B5.1C, backfill any vacancies so arising under this Contract.

B5.1C The Contractor shall notify the Authority of any Furloughed Staff Exit and the Authority shall thereafter instruct the Contractor if it requires such exiting roles to be backfilled pursuant to clause B5.1B.

B5.2 Not used

B5.3 Not used.

B5.4 Not used.

B5.5 The Contractor shall comply with all applicable legislation relating to safeguarding and protecting vulnerable groups, including the Safeguarding Vulnerable Groups Act 2006 (as amended), the Safeguarding Vulnerable Groups Order (Northern Ireland) 2007 (as amended) and the Protection of Vulnerable Groups (Scotland) Act 2007 (as amended) or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

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 Staff employed or engaged in the provision of the Services in accordance with the Security Policies and Standards and the Specification.

B5.8 The Contractor shall further use all reasonable endeavours to ensure that its Staff who are not EU nationals are legally entitled to reside 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.

B5.9 If the Contractor, in the reasonable opinion of the Authority, fails to comply with clauses B5.5 and B5.6 the Authority will be entitled to consider that failure a Material Breach of the Contract entitling the Authority to exercise its rights under clause F5.2A.

B6 Not Used

B6.1 Not used

B7 Not Used

B7.1 Not used.

B7.2 Not used.

B7.3 Not used.

B7.4 Not used.

B7.5 Not used.

B8 Not used

B8.1 Not used.

B8.2 Not used.

B8.3 Not used.

B8.4 Not used.

B8.5 Not used.

B9 Offers of Employment

B9.1 For the duration of the Contract and for a period of twelve (12) Months thereafter neither the Authority nor the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

B10 Transfer of Undertakings (Protection of Employment) (TUPE)

B10.1 The Parties understand and agree that the TUPE Regulations will not apply upon the commencement of this Agreement. The Services are required to respond to

a significant increase in enquiries from the public in respect of Universal Credit as a result of the Coronavirus (COVID-19 pandemic) (“the **Pandemic**”) and do not replace existing activities. The Parties intend that the Services will be carried out in connection with a single specific event or a task of short-term duration which will cease with the end of the Pandemic.

B10.2 The Parties understand and agree that the TUPE Regulations will not apply upon the termination of this Agreement (whether at end of the Initial Contract Period or the end of any extension to that period) so as to transfer the contracts of employment of any Staff or any liability arising from any of those contracts to the Authority. The Parties intend that the Services will cease upon the termination of this Agreement and will not be carried out by the Authority or any other person.

B10.3 If, notwithstanding B10.2, the contracts of employment of any Staff or any liability arising from those contracts are transferred or are alleged to transfer or have been transferred upon the termination of this Agreement to the Authority by virtue of the TUPE Regulations, the following provisions shall apply:

- a) the Contractor shall, and shall ensure that any of its Sub-contractors shall, comply with all its and/or their obligations arising under the TUPE Regulations in respect of the Transferring Employees in respect of the period up to and including the Relevant Transfer Date and shall perform and discharge, and procure that each of its Sub-contractors shall perform and discharge, all its and/or their obligations in respect of the Transferring Employees arising in the period up to and including the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, holiday pay, bonuses, commissions, payment of PAYE, national insurance contributions and pension contributions (including but not limited to standard employer contributions or contributions payable by an employer on exit from a pension scheme)).
- b) the Contractor (whether in respect of itself or any of its Sub-contractors) shall, subject to the Authority acting in accordance with the provisions of clause B10.4 where applicable, indemnify and keep indemnified the Authority against any and all liabilities, losses, claims, demands, expenses, damages and costs arising as a result of or in connection with such transfer or alleged transfer including but not limited to:
 - i) any claim or demand in respect of any Transferring Employee arising out of their employment or its termination;
 - ii) any claim or demand in respect of a person who alleges that their contract of employment has transferred to the Authority;
 - iii) any liabilities arising out of any termination by the Authority in accordance with clause B10.4(d);
 - (iv) any liabilities arising out of redundancy; and

- v) any liabilities relating to any early retirement pension rights (on redundancy or otherwise) or the right to the provision of a defined benefit pension scheme for future service.

B10.4 If any person claims, or it is determined in relation to any person, that his/her contract of employment has been transferred from the Contractor, or any of its sub-contractors, to the Authority by virtue of the TUPE Regulations, the following provisions will apply:

- a) the Authority shall within five (5) Working Days of becoming aware of that fact, give notice in writing to the Contractor; and
- b) the Contractor may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Authority or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- c) If such offer is accepted, or if the situation has otherwise been resolved by the Contractor or a Sub-contractor, the Authority shall immediately release or procure the release of the person from his/her employment or alleged employment.
- d) If after the fifteen (15) Working Day period specified in clause B10.4(b) has elapsed:
 - (i) no such offer of employment has been made;
 - (ii) such offer has been made but not accepted; or
 - (iii) the situation has not otherwise been resolved,the Authority may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

B10.5 Not used.

B10.6 Not used.

B10.7 Not used.

B10.8 Not used.

B11 Not Used.

B11.1 Not used.

B11.2 Not used.

B11.3 Not used.

B11.4 Not used.

B11.5 Not used.

B11.6 Not used

B12 Not Used.

B12.1 Not used.

B12.2 Not used.

B12.3 Not used.

B12.4 Not used.

B12.5 Not used.

B12.6 Not used.

B12.7 Not used.

B12.8 Not used.

B12.9 Not used.

B12.10 Not used.

B12.11 Not used.

B12.12 Not used.

B12.13 Not used

B13 Pension Protection

B13.1 The Contractor (and shall procure that any Sub-contractor) shall comply with the requirements of Part 1 of the Pensions Act 2008 and any ongoing pension obligations in respect of Staff who are providing the Services.

B13.2 Not used.

B13.3 Not used.

B13.4 Not used.

B13.5 Not used.

B13.6 Not used.

B13.7 Not used.

B13.8 Not used.

B13.9 Not used.

Indemnity

B13.10 The Contractor undertakes to indemnify the Authority and keep the Authority indemnified on demand from and against all Loss arising out of or in connection with any liability towards the Transferring Employees which relate to the payment of benefits under or in relation to and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) and/or any defined benefit pension scheme and/or any money purchase scheme or the provision of money purchase benefits (as those terms are defined under section 181 and 181B of the Pension Scheme Act 1993).

B13.11 Not used.

B14 Not Used.

B14.1 Not used.

B14.2 Not used.

B14.3 Not used.

B14.4 Not used.

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 undisputed sums of the Contract Price in accordance with clause C2 (Payment and VAT) and Schedule 2 (Administration Requirements).

C1.2 Not used.

C2 Payment and VAT

C2.1 The Authority shall pay all sums by direct credit transfer into a suitable bank account or by other electronic payment methods as appropriate.

C2.2 Where the Contractor submits an invoice to the Authority in accordance with clause C2.5, the Authority will consider and verify that invoice in a timely fashion but in any event as soon as reasonably practicable.

- C2.3 The Authority shall pay the Contract Price due to the Contractor under such an invoice no later than a period of three (3) Working Days from the date on which the Authority has determined that the invoice is valid and undisputed.
- C2.4 Where the Authority fails to comply with clause C2.2 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 C2.3 after a reasonable period of time has passed.
- C2.5 The Contractor shall ensure that each invoice contains a valid reference 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 (Administration Requirements).
- C2.6 Where the Contractor enters into a Sub-contract for the purpose of performing its obligations under the Contract, the Contractor shall include in that Sub-contract:-
- a) provisions having the same effect as clauses C2.2 – C2.4 (inclusive) of the Contract; and
 - b) a provision requiring the counterparty to that Sub-contract to include in any sub-contract which it awards provisions having the same effect as clauses C2.2 – C2.4 (inclusive) of the Contract.
- C2.7 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 an undisputed claim for payment being notified by the Contractor in accordance with the provisions of Schedule 2 (Administration Requirements).
- C2.8 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 C2.8 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.
- C2.9 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 claimed in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) save that interest shall only start to accrue on the expiry of thirty (30) days from the date on which payment is due under clause C2.3.

C2.10 Where payment by the Authority of all or any part of any payment submitted 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 (Administration Requirements).

C2.11 Without prejudice to clause C2.8, for the avoidance of doubt, it shall at all times remain the sole responsibility of the Contractor to:-

- a) assess the VAT rate(s) and tax liability arising out of or in connection with the Contract; and
- b) account for or pay any VAT (and any other tax liability) relating to payments made to the Contractor under the Contract to HM Revenue & Customs ("HMRC").

C2.12 The Authority shall not be liable to the Contractor in any way whatsoever for any error or failure made by the Contractor (or the Authority) in relation to VAT, including without limit:-

- a) where the Contractor is subject to a VAT ruling(s) by HMRC (or such other relevant authority) in connection with the Contract;
- b) where the Contractor has assumed that it can recover input VAT and (for whatever reason) this assumption is subsequently held by HMRC (or such other relevant authority) to be incorrect or invalid; and/or
- c) where the Contractor's treatment of VAT in respect of any claim for payment made under the Contract is subsequently held by HMRC (or such other relevant authority) for whatever reason to be incorrect or invalid; and/or
- d) where the Contractor has specified a rate of VAT, or a VAT classification, to the Authority (including, but not limited to, Out of Scope, Exempt, 0%, Standard Rate and Reduced Rate) but the Contractor subsequently regards such a rate, or such a classification, as being a mistake on its part. Further, in the scenario described in this clause C2.12 (d), the Contractor shall be obliged to repay any overpayment by the Authority on demand.

C2.13 Where the Contractor does not include VAT on an invoice, the Authority will not be liable to pay any VAT for that invoice either when it falls due, or at any later date.

C2.14 The Contractor acknowledges that the Authority has advised the Contractor that the Contractor should seek its own specialist VAT advice in relation to the Contract and, in the event of any uncertainty following specialist advice, the Contractor should seek clarification of the Contract's VAT status with HMRC.

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.
- 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 F9 (Extension of Initial Contract Period), the Authority may, where applicable, in the one (1) Month period prior to the expiry of the Initial Contract Period, enter into good faith negotiations with the Contractor to agree to a Contract Change to the Contract Price. For the avoidance of doubt both Parties accept and acknowledge that any Contract Change 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 Contract Change in the Contract Price (applicable to the period of extension) in accordance with clause C4.1, the Contract shall terminate at the end of the Initial Contract Period.
- C4.3 If a Contract Change to 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 Schedule 4 (Contract Price) between the Commencement Date and the date one (1) Month 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

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 ensure that any Staff shall not, commit any of the prohibited acts listed in this clause D1 ("**Prohibited Act**"). 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 a relevant function or activity improperly; 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) relating to 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.

- 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 it implements actively to prevent 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 The Contractor shall immediately notify the Authority in writing if it becomes aware of or suspects any Default of clauses D1.1 or D1.2, or has reason to believe that it has or any of its Staff has:-
- a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act in clauses D1.1 or D1.2;
 - b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or
 - c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act in clauses D1.1 or D1.2.

Any Default by the Contractor in connection with this clause D1.5 shall entitle the Authority to exercise its rights under clause F5.

- D1.6 If the Contractor notifies the Authority that it suspects or knows that there may be a Default of clause 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 clause 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; and
 - b) recover in full from the Contractor any other loss sustained by the Authority in consequence of any Default of those clauses.

D1.8 Notwithstanding 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 under the Contract or otherwise.

D1.10 In exercising its rights or remedies under clause D1.7, the Authority shall act in a reasonable and proportionate manner having regard to such matters as the gravity of the conduct prohibited by clauses D1.1 or D1.2 and the identity of the person performing that Prohibited Act.

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.

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 except as specified in this Contract. 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 Not used

D4.1 Not used

D4.2 If the Contractor purchases new products partially or wholly to provide the Services, the Contractor must ensure that:-

- a) any purchase of products or goods listed in Schedule 1 to the Energy Information Regulations 2011 (products with energy labels) has the highest energy efficiency class possible;
 - b) any purchase of products listed in Schedule 1 to the Energy Information Regulations 2011, which is not a product with energy labels within the meaning of clause D4.2(a), complies with the relevant energy efficiency benchmark for that product in paragraph 4 to Schedule 1 of the Eco-Design for Energy-Related Products Regulations 2010;
 - (i) any purchase of products listed in Annex C of 2006/1005/EC (Council Decision of 18 December 2006 concerning the conclusion of the agreement between the government of the United States of America and the European Community on the Coordination of the energy efficiency labelling programme for office equipment) complies with energy efficiency requirements not less demanding than those listed in Annex C of that Council Decision; and
 - (ii) any purchase of tyres carrying a label as specified in Annex II to Regulation (EC) Number 1222/2009 of the European Parliament and of the Council of 25 November 2009 (on the labelling of tyres with respect to fuel efficiencies and other parameters) has the highest fuel energy efficiency class (as defined by that Regulation).
- D4.3 The new purchases that the Contractor makes in clause D4.2 should be cost-effective and technically suited to the Services. For the avoidance of doubt, the Contractor is not required to purchase products under clause D4.2 where those products are not cost-effective or are not technically suited to the provision of the Services.
- 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 Not used.
- D5.3 Not used.
- D5.4 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 Authority's Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- D5.5 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 Authority's Premises in the performance of its obligations under the Contract.

D5.6 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.

D6 Not Used

D6.1 Not used.

a) not used.

b) not used.

D7 Tax Compliance

D7.1 The Contractor represents and warrants that as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any occasions of Tax Non-Compliance.

D7.2 If at any point during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:-

a) notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

b) promptly provide to the Authority:-

(i) details of the steps taken by the Contractor and any steps that the Contractor will take to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may require.

D8 Termination Rights due to any Occasion of Tax Non-Compliance

D8.1 The Authority shall be entitled to terminate the Contract in the event that:-

a) the warranty given by the Contractor pursuant to clause D7.1 is false;

b) the Contractor fails to notify the Authority of any Occasion of Tax Non-Compliance as required by clause D7.2; or

c) the Contractor fails to provide details of proposed mitigating factors which in the reasonable opinion of the Authority are acceptable].

For the avoidance of doubt any breach of this clause D8.1 shall constitute a Material Breach.

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 Authority 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 within its control or possession (including for example data in respect of, in connection with or in relation to incoming telephone calls) and shall ensure that up-to-date back-ups are stored off-site in accordance with the Business Continuity Plan. The Contractor shall ensure that such back-ups are available to the Authority at all times upon request and confirmation that secure back-ups have been performed in accordance with the Authority's requirements as specified in this clause E1.5 are delivered to the Authority no less than every three (3) Months.
- E1.6 The Contractor shall ensure that any system or media (including Authority Provided Equipment) on which the Contractor holds or processes any Authority Data, including back-up data pursuant to Clause E1.5, is a secure system that complies with the Security Policies and Standards detailed in Schedule 6 (Security) Appendix A and/or as agreed pursuant to Schedule 6 (Security).
- 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) 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 access, process, host or transfer Authority Data 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 transfer Authority Data from premises outside the United Kingdom (in accordance with clause 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 entitling the Authority to exercise its rights under clause F5.2A.

E1.12 In the event the Contractor goes into Liquidation as outlined in clause H1.1(b) and H1.1(c) 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, 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/Information relating to a Claimant, in accordance with the Authority instructions;
- b) return all such records as described in clause E1.12(a) 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 clause have been completed.

E1.13 In the event of a Sub-contractor being in Liquidation (in accordance with clause F1.2) 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 as outlined in clause H1.1(a) the Authority will work closely with the administrator to ensure the Contractor is able to maintain Authority and other records they have created and held in

accordance with this 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 the Contractor's business or any part of it. 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 prior Approval obtained. Where the Contract is assigned or novated with prior Approval, the Contractor shall procure that the *outgoing* contractor provides the Authority with all the relevant information and records necessary for the assigned or novated contract to continue to be performed.

E2 Protection of Personal Data

E2.1 Each of the Parties including the personnel of each Party (personnel shall include directors, officers, employees, servants, agents, consultants, suppliers and sub-contractors) will comply with all of its applicable requirements of the Data Protection Legislation and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of Data Protection Legislation. This clause is in addition to and does not relieve, remove or replace a Party's obligations under the Data Protection Legislation.

E2.1B The Authority shall be the Data Controller of the information listed in Schedule 12 Annex B Part 1.

E2.2 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Contractor is the Data Processor unless otherwise specified in Schedule 12.

E2.3 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

E2.4 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include (without limitation):-

- a) a systematic description of the envisaged processing operations and the purpose of the processing;
- b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c) an assessment of the risks to the rights and freedoms of Data Subjects; and

- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

E2.5 The Contractor shall, in relation to any Personal Data processed or to be processed in connection with its obligations under this Contract:-

- a) process that Personal Data only to the extent and in such manner as is necessary for the purposes specified in this Contract and in accordance with Schedule 12, unless the Contractor is required to process the Personal Data otherwise by Law. In such case, the Contractor shall inform the Authority of that legal requirement unless the Law prevents such disclosure on the grounds of public interest;
- b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Data Controller may reasonably reject (but failure to reject shall not amount to approval by the Data Controller of the adequacy of the Protective Measures) having taken account of the:-
 - (i) nature of the Personal Data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; andimplement any Protective Measures at the Contractor's own expense and at no cost to the Authority;
- c) ensure that it and its Staff:-
 - (i) do not process Personal Data except in accordance with this Contract and Data Protection Legislation and access to such data is limited to those Staff who need to access Personal Data to meet the Contractor's Data Processor duties under the Contract and Data Protection Legislation
 - (ii) and only collect Personal Data on behalf of the Authority in the format agreed with the Authority. The Contractor shall not modify the format agreed with the Authority without the prior written consent of the Authority;
 - (iii) take all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:-

- (A) are aware of and comply with the Contractor's duties under this clause E2;
 - (B) are subject to appropriate confidentiality undertakings including between the Contractor and any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract or required to do so under a legal requirement/court order (provided that the Contractor shall give notice to the Authority of any disclosure of Personal Data that it or any of its Staff is required to make under such a legal requirement or court order immediately when it is made aware of such a requirement); and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- d) not transfer Personal Data outside of the European Economic Area or International Organisation unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:-
- (i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.
- e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) using a secure method of transfer to the Authority on expiry or earlier termination of the Contract unless the Contractor is required by Law to retain the Personal Data;
- f) permit the Authority or the Authority's designated representative or external auditors to inspect and audit the Contractor's Data Processor activities (and/or those of its Staff) and comply with all reasonable

requests or directions by the Authority to enable the Authority to verify that the Contractor is in full compliance with its obligations under the Contract.

E2.6 Subject to clause E2.7, the Contractor shall notify the Authority immediately if it:-

- a) receives a Data Subject Request (or purported Data Subject Request);
- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, notice, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f) becomes aware of a Data Loss Event.

E2.7 The Contractor's obligation to notify the Authority under clause E2.6 shall include the provision of further information to the Authority as soon as reasonably practicable as details become available.

E2.8 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause E2.6 (and insofar as possible within the timescales reasonably required by the Authority) at no cost to the Authority including by promptly providing:-

- a) the Authority with full details and copies of the complaint, communication or request;
- b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request promptly and in any event within the relevant timescales set out in the Data Protection Legislation;
- c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- d) assistance as requested by the Authority following any Data Loss Event including but not limited to such assistance to enable the Authority to mitigate the impact of the Data Loss Event, to ensure that a Data Loss Event of the same nature does not occur again, to notify the competent

regulatory body of the Data Loss Event and/or to notify the Data Subjects of the Data Loss Event;

- e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

E2.9 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with its Data Processor obligations under this clause E2. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:-

- a) the Authority determines the processing is not occasional;
- b) the Authority determines the processing includes any Special Categories of Personal Data and/or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

E2.10 The Contractor shall keep a record of any processing of Personal Data it carries out on behalf of the Authority including (without limitation) the records specified in Article 30(2) of the GDPR and upon request provide a copy of the record of the processing of any Personal Data it carries out on behalf of the Authority including (without limitation) the records specified in Article 30(2) of the GDPR.

E2.11 The Contractor shall designate its own Data Protection Officer if required by Data Protection Legislation or by the Authority in writing.

E2.12 Before allowing any Sub-processor to process any Personal Data under this Contract, the Contractor must:-

- a) notify the Authority in writing of the intended Sub-processor and processing;
- b) obtain the advance written consent of the Authority to allow the Sub-processor to process any Personal Data under the Contract;
- c) enter into a written contract with the Sub-processor which reflects the terms set out in this clause E2 such that they apply to the Sub-Processor as a Data Processor; and
- d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonable require.

E2.13 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor and/or Staff.

E2.14 The Authority may, at any time on not less than thirty (30) Working Days' advance notice, revise this clause by replacing it with any applicable Data Controller/Data Processor standard clauses or similar terms forming part of an applicable certification scheme under the Data Protection Legislation (which shall apply when incorporated by an attachment to this Contract).

E2.15 The Contractor shall comply with guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioners Officer and/or any changes to Data Protection Legislation.

E2.16 Subject to clause G1.4(b), the Contractor shall indemnify and keep the Authority indemnified in full from and against all claims, proceedings, actions, damages, loss, penalties, fines, levies, 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 of its Staff of this clause E2.

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 it's 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 deemed to be a Material Breach entitling the Authority to exercise its rights under clause F5.2A.

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 to the information owner prior to its disclosure;
 - 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 Any breach by the Contractor of clauses E4.1-E4.3 shall be deemed to be a Material Breach entitling the Authority to exercise its rights under clause F5.2A.
- E4.5 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.
- E4.6 At the written request of the Authority, the Contractor shall procure that members of Staff (to the extent only that such Staff are not captured by the provisions of clause E4.3 above) or such professional advisors or consultants identified by the Authority give a confidentiality undertaking before commencing any work in accordance with this Contract.
- E4.7 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 the 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) 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.

E4.8 The Authority shall use all 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.

E4.9 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.

E4.10 Clauses E4.1-E4.7 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 and/or Confidential Information, which is specified as being exempt from disclosure under this Contract, 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.

E4.13 Not used.

E4.14 Not used.

E4.15 Not used

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 clause E5.5(a) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advance 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 listed in Schedule 5 (Commercially Sensitive Information) is of indicative value only and that the Authority may be obliged to disclose it in accordance with clause E5.5 and/or any other legal requirement.

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 written consent of the Authority, which shall not be unreasonably withheld or delayed.

E6.2 Both Parties shall each take reasonable steps to ensure that their employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause E6.1.

E7 Security

E7.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Authority's Security Requirements. The Authority's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Authority Assets, the Authority's Systems Environment and the Contractor's Systems Environment.

E7.2 The Contractor shall ensure that its Staff comply with the Authority's Security Requirements.

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, royalty 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 its Staff cease 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 Authority Data 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 the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior 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 ensure that the owner of those rights grants to the Authority a non-exclusive licence, or if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the material. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free and irrevocable. That licence or sub-licence shall also include the right for the Authority to sub-license, transfer, novate or assign to another Contracting Body 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, loss, 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 save to the extent that such claim or demand is caused by the Authority's negligence or breach of contract.

E8.9 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 and conditions which are acceptable to the Authority,

and in the event that the Contractor is unable to comply with clauses E8.9(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

E9.1 The Contractor shall keep and maintain until six (6) years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's

Representatives such access to those records as may be requested by the Authority in connection with the Contract.

E9.2 The Contractor including its Staff shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purpose of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes. This clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Contractor under Section 6(3) (d) and (5) of the National Audit Act 1983.

E9.3 Except where an audit is imposed on the Authority by a Regulatory body, the Authority may at any time during the Contract Period and for a period of twelve (12) months after the Contract Period, conduct an audit for the following purposes:-

- a) to verify the accuracy of any charges that become due and payable by the Authority to the Contractor in respect of the Services (and proposed or actual variations to them in accordance with the Contract), or the costs of all suppliers used by the Contractor (including Sub-contractors) in the provision of Services;
- b) to review the integrity, confidentiality and security of the Authority Data;
- c) to review the Contractor's compliance with the DPA, FOIA and other Law applicable to the Services;
- d) to review the Contractor's compliance with its obligations under the Contract;
- e) to review any records created during the provision of the Services;
- f) to review any books of account kept by the Contractor in connection with the provision of the Services;
- g) to carry out the audit and certification of the Authority's accounts;
- h) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; and
- i) to verify the accuracy and completeness of any management information delivered or required by this Contract.

E9.4 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

E9.5 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority, the Comptroller and Auditor General and any relevant Regulatory Body (and/or their agents or representatives) with all reasonable co-operation, access and assistance in relation to each audit, including:-

- a) all Information requested within the permitted scope of the audit;
- b) reasonable access to any Premises or sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
- c) access to the Staff;
- d) access to the Contractor's Systems Environment; and
- e) accommodation (including desks) at the Premises as reasonably required to conduct the audit.

E9.6 The Authority shall endeavour to (but is not obliged to) provide at least fifteen (15) days' notice of its intention to conduct an audit.

E9.7 If an audit identifies that:-

- a) the Contractor has committed a material Default capable of remedy; the Contractor shall correct such Default as soon as reasonably practicable and as directed by the Authority in accordance with clause F5.2.1;
- b) the Authority has overpaid any charges that become due and payable by the Authority to the Contractor in respect of the Services, the Contractor shall pay to the Authority the amount overpaid within twenty (20) Working Days. The Authority may deduct the relevant amount from the charges if the Contractor fails to make this payment; and
- c) the Authority has underpaid any charges that become due and payable by the Authority to the Contractor in respect of the Services, the Authority shall pay to the Contractor the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a Default by the Contractor within twenty (20) Working Days.

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 Policies and Standards has occurred under the Contract,
(each an "**Exceptional Circumstance**").

E10.2 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 E9.5 as soon as reasonably practicable after such request and in any event within forty-eight (48) hours. The requirement to give up to forty eight (48) hours under this clause E9.2 shall not apply if the Authority reasonably believes that the Contractor is in Material Breach of any of its obligations under this Contract or Data Protection Legislation.

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 E9.3 to E10.2 (inclusive), unless an audit identifies a material Default by the Contractor in which case the Contractor shall reimburse:-

- a) 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 Comptroller and Auditor General appoint another Contracting Body to conduct an audit under this clause, 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 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 loss and to restore the Services to their desired operating efficiency.

E12.2 Any cost arising out of the actions of the Parties taken in compliance with the provisions of clause E12.1 shall be borne by the Parties as follows:-

- a) by the Contractor where the Malicious Software originates from the Contractor's Systems Environment 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's Systems Environment or the Authority Data (whilst the Authority Data was under the control of the Authority).

F.CONTROL OF THE CONTRACT

F1 Transfer and Sub-Contracting

- F1.1 Except where clauses F1.4 and F1.5 apply, 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 or as soon as reasonably practicable if requested within ten (10) Working Days.
- F1.4 Notwithstanding clause F1.1, the Contractor may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract. Any assignment under this clause F1.4 shall be subject to:-
- a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
 - b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - c) the Authority receiving notification under both clauses F1.5 and F1.6.
- F1.5 In the event that the Contractor assigns the right to receive the Contract Price under clause F1.4, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F1.6 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment at least five (5) Working Days prior to submission of the relevant invoice.

F1.7 The provisions of clause C (Payment and Contract Price) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Authority.

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 continue in full force and effect for 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 it carries out 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.

F1A Advertising Sub-contractor opportunities

F1A.1 The Contractor shall:-

- a) subject to clause F1A.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
- b) within ninety (90) days of awarding a subcontract to a Sub-contractor, update the notice on Contracts Finder with details of the successful Sub-contractor;
- c) monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- d) provide reports on the information at clause F1A.1(c) to the Authority in the format and frequency as reasonably specified by the Authority; and
- e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

F1A.2 Each advert referred to at clause F1A.1(a) shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

F1A.3 The obligation at clause F1A.1(a) shall only apply in respect of subcontract opportunities arising after the Contract award date.

F1A.4 Notwithstanding clause F1A.1, the Authority may by giving Approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.]

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 diminish or affect any other 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 Contract Change

F3.1 No Contract Change shall be effective unless it is made in writing in accordance with the Change Control Procedure as specified in Schedule 11 (Change Control Procedure) and signed on behalf of the Parties except for the changes described in clauses E2.14 and E2.15 and where specified in clauses F3.3 and F3.4, which shall be made by the Authority without the requirement to be made through the Change Control Procedure and shall be made by the Contractor at no additional cost to the Authority.

F3.2 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 the original terms of this Contract as at the original signature date of this Contract;
- 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 signature date of this Contract; or
- c) extending the scope of this Contract substantially.

Change in Law

F3.3 The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the Contract nor be entitled to an increase in the Contract Price as a result of:-

- a) a General Change in Law; or
- b) a Specific Change in Law.

F3.4 If a Specific Change in Law occurs or will occur during the Contract Period, the Contractor shall:

- a) notify the Authority as soon as is reasonably practicable of the likely effects of that Specific Change in Law, including:
 - (i) whether a Contract Change is required, including to the Services, the Contract Price and/or any other part of this Contract; and
 - (ii) whether any relief from the Contractor's obligations is required; and
- b) 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-contractor(s);

- (ii) as to how the Specific Change in Law has affected the cost of providing the Services;
- (iii) demonstrating that any expenditure that has been avoided has been taken into account in amending the Contract Price.

F3.5 Any Contract Change required as a result of a General Change in Law shall be made by the Authority to the Contract without the requirement to be made through the Change Control Procedure.

F3.6 Any Contract Change to the Contract including for the avoidance of doubt, the Contract Price or relief from the Contractor's obligations resulting from a Specific Change in Law (other than as referred to in clause F3.3(b)) shall be implemented in accordance with the Change Control Procedure.

F4 Severability

F4.1 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

F5.1.1 The Authority shall be entitled to take all reasonable steps to investigate any complaint it receives regarding:-

- a) the standard of Services;
- b) the manner in which any Services have been supplied;
- c) the manner in which work has been performed;
- d) the Equipment, materials or procedures the Contractor uses; or
- e) any other matter connected with the performance of the Contractor's obligations under the Contract.

F5.1.2 Without prejudice to its other rights and remedies under the Contract or otherwise, the Authority may, in its sole discretion, uphold a complaint and take further action in accordance with clause F5.2.1 or clause F5.2A of the Contract (as appropriate).

F5.2.1 In the event that the Authority reasonably believes that there has been a Default of the Contract by the Contractor, irrespective of whether the Default is a Material Breach, then the Authority may at no additional cost to the Authority and at the Contractor's own cost, without prejudice to its rights and remedies under the Contract or otherwise do any of the following:-

- a) request in writing that the Contractor remedies the Default within a period

specified by the Authority; or

- b) require the Contractor to submit a Performance Improvement Plan in accordance with clause F5.2.2.

F5.2.2 The Contractor shall provide a Performance Improvement Plan within ten (10) Working Days (or such other period as notified by the Authority to the Contractor) of a written request from the Authority. The Performance Improvement Plan shall include details of why the Default has occurred, how the Default will be remedied and the date by which the Default will be remedied. The following actions in this clause F5.2.2 shall apply in respect of the Performance Improvement Plan:-

- a) The Authority shall either approve or reject in writing the Performance Improvement Plan within ten (10) Working Days (or such other period as notified by the Authority to the Contractor) of its receipt pursuant to this clause F5.2.2.
- b) If the Authority rejects the Performance Improvement Plan it shall set out the reasons and the Contractor shall address all such reasons in a revised Performance Improvement Plan, which it shall submit to the Authority within a further period of ten (10) Working Days (or such other period as notified by the Authority to the Contractor) ("**Revised Performance Improvement Plan**") of its receipt of the Authority's reasons.
- c) If the Performance Improvement Plan or Revised Performance Improvement Plan (as appropriate) is agreed the Contractor shall immediately start work on the actions set out in the Performance Improvement Plan or Revised Performance Improvement Plan (as appropriate).
- d) If, despite the measures taken under this clause F5.2.2 the Revised Performance Improvement Plan cannot be agreed within a period of ten (10) Working Days (or such other period as notified by the Authority to the Contractor) of receipt by the Contractor of the Authority's reasons in respect of the Performance Improvement Plan then the Authority may:-
 - (i) end the Performance Improvement Plan process and refer the matter for resolution by the dispute resolution procedure set out in clause I.2 (Dispute Resolution); or
 - (ii) deem the Default as a Material Breach and exercise its rights under clause F5.2A.

F5.2.3 In the event that:-

- a) there is any subsequent Default which the Authority regards, at its sole discretion, as being substantially the same in character to a Default in respect of which a Performance Improvement Plan has been requested by the Authority in accordance with clause F5.2.1(b) or F5.2.4(i) which occurs

within six (6) months of the request by the Authority for a Performance Improvement Plan to be provided under clause F5.2.2; or

- b) the Contractor is requested to provide a Performance Improvement Plan or Revised Performance Improvement Plan (as appropriate) in accordance with clause F5.2.2 or F5.2.4(i) but fails to provide a Performance Improvement Plan or Revised Performance Improvement Plan (as appropriate) at all,

then such Default shall be deemed to be a Material Breach of the Contract.

F5.2.4 In the event that a Default is not remedied to the satisfaction of the Authority in accordance with clause F5.2.1(a) or (b) the Authority may:-

- (i) request a Performance Improvement Plan from the Contractor in respect of the Default in accordance with clause F5.2.2, irrespective of whether a previous Performance Improvement Plan has previously been requested been and/or been approved; or
- (ii) refer the matter for resolution by the dispute resolution procedure set out in clause I.2 (Dispute Resolution); or
- (iii) deem the Default as a Material Breach and exercise its rights under clause F5.2A.

F5.2A Not used.

- a) not used.
- b) not used.
- c) not used.

F5.3 Not used.

F6 Remedies Cumulative

Except as otherwise expressly provided for by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately. 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 Schedule 3 (Monitoring Requirements) including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

F8 Financial Assurance

- F8.1 The Contractor is required to disclose immediately to the Authority any material changes to its organisation that impacts on its on-going financial viability including details of the revenue replacement strategy and impact awareness on its organisation's profitability and stability where significant contracts are due to end.
- F8.2 The Contractor is required to notify the Authority immediately of proposed changes to the organisational control or group structure, proposed mergers or acquisitions or proposed changes to the Contractor's financial viability.
- F8.3 Only where requested by the Authority, the Contractor is required to provide any financial information which could include but is not limited to a copy of the annual accounts and annual returns.
- F8.4 Not used.

F9 Extension of Initial Contract Period

- F9.1 The Authority may, by giving written notice to the Contractor of not less than one (1) Month prior to the last day of the Initial Contract Period, extend the Contract for a further period of up to six (6) Months. The provisions of the Contract will apply (subject to any Contract Change including any adjustment to the Contract Price pursuant to clause C4) (Price adjustment on extension of the Initial Contract Period) throughout any such extended period.
- F9.2 If the Authority extends the Contract for a period which is less than six (6) Months, the Authority may continue to extend Contract for subsequent periods up to a maximum of six (6) Months so that the total duration of the Contract does not exceed a period of twelve (12) Months from the Commencement Date. Any such subsequent extension by the Authority shall be exercised by the Authority giving not less than one (1) Months' notice prior to the expiry of the current extension period.

F10 Entire Agreement

- F10.1 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, with the exception that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.
- F10.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding as referred to in this clause F10.2 shall be for breach of contract under the terms of the Contract.
- F10.3 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 the following order of precedence:-

- a) the clauses of the Contract;
- b) the Schedules; and
- c) any other document(s) referred to in the clauses of the Contract.

F11 Counterparts

The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same agreement.

G. LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1.1 Neither Party excludes or limits liability to the other Party for:-

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

G1.1.2 The Contractor's liability in respect of the indemnities in clauses B10, B13, C2.8, E8.6 and E8.8 shall be unlimited.

G1.1.3 Not used.

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 and/or its Staff or by circumstances within its or their control in connection with the performance or purported performance of the Contract; and
- b) not used.
- c) against all claims, proceedings, actions, damages, costs, expenses (including but not limited to legal costs and disbursements) which may arise out of, or in consequence of:-
 - (i) the performance or non-performance by the Contractor of its obligations under the Contract subject to clause G1.4;

- (ii) the presence of the Contractor or any of its Staff on the Authority's Premises, including financial loss arising from any advice given or omitted to be given by the Contractor;
- (iii) infringement or alleged infringement of copyright, patent, registered design or other property right used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement is not knowingly caused by, or contributed to, by any act of the Authority; or
- (iv) any other loss which is caused directly by any act or omission of the Contractor.

G1.3 [REDACTED]

G1.4 [REDACTED]

G1.5 [REDACTED]

G1.5A [REDACTED]

G.1.5B [REDACTED].

G1.6 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.

G1.7 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

G1.8 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.

G1.9 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.

G1.10 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.

G1.11 Not used.

G2 Not used

G2.1 Not used.

G2.2 Not used.

G2.3 Not used.

G2.4 Not used.

G2.5 Not used.

G3 Warranties and Representations

G3.1 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) not used;
- 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 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
 - (iii) 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 on-going business concern or its ability to fulfil its obligations under the Contract.

G4 Not Used.

G4.1 Not used.

G4.2 Not used.

G4.3 Not used.

G4.4 Not used.

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 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;
- 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);
- 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;
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

- 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;
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- 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; or
- h) any event similar to those listed in clauses H1.1 (a)-(g) occurs under the law of any other jurisdiction.

H1.2 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 (as amended) ("Change of Control"). The Authority may terminate the Contract by notice in writing with immediate effect within one (1) Month 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.

H1.3 Not used.

H1.4 Not used.

H1.5 Not used.

H1.6 Not used.

H1.7 Not used.

H1A Termination of Contract Under the Public Contracts Regulations 2015

H1A.1 The Authority shall be entitled to terminate the Contract where:-

- (i) the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015;
- (ii) the Authority has become aware that the Contractor should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract; or

- (iii) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union.

H2 Termination on Default

H2.1 The Authority may without prejudice to any other right or remedy available to it terminate the Contract by written notice to the Contractor with immediate effect or such period as specified by the Authority in writing if the Contractor commits a Default and if:-

- a) the Default is not, in the opinion of the Authority capable of remedy or if capable of remedy, has not been remedied within ten (10) Working Days of notice from the Authority; and
- b) the Default is a Material Breach of the Contract.

H2.2 Not used.

H2.3 Not used.

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. 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.

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 (Recovery of Sums Due).

H3 Break

H3.1 The Authority shall have the right to terminate the Contract at any time by giving four (4) weeks' 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's Intellectual Property Rights 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 Where the Authority terminates the Contract under clause F5 (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 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 or clause H2, 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 pay the Contractor the agreed, liabilities or expenditure which would otherwise represent an unavoidable loss reasonably incurred 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. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of loss reasonably and actually incurred by the Contractor as a result of termination under clause H3 on a Monthly basis and on termination. 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. Following such settlement the Contractor shall, to the fullest extent lawfully permissible, 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;
 - 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;
 - c) is a claim by the Contractor for loss of profit, due to early termination of the Contract; and/or
 - d) exceeds one hundred thousand pounds (£100,000).

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

- a) repay at once 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) cease all use of all the Authority's Intellectual Property Rights, generated Intellectual Property Rights, 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;
- c) return all Authority Data or destroy or dispose of it in a secure manner (regardless of form and whether computerised or physical) and in accordance with any specific instructions issued by the Authority;
- d) return all Personal Data or destroy or dispose of it in a secure manner (regardless of form and whether computerised or physical) and in accordance with any specific instructions issued by the Authority, where the Authority is the Data Controller and delete existing copies unless the Law requires storage of Personal Data and/or unless the Contractor is required to retain the Personal Data by Law;
- e) plan for the orderly handover of the Services to the Authority including compliance by the Contractor with the provisions of this clause H4.4 at no additional charge to the Authority; and
- f) return all Authority Provided Equipment in a safe and secure manner on a "Delivered Duty Paid" basis.

H4.5 Unless 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. 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 [B10 Transfer of Undertakings (Protection of Employment) (TUPE), B11 (Not Used), B12 (Not Used), B13 (Pension Protection), B14 (Not Used), (C (Payment and Contract Price), C3 Recovery of Sums, D1 (Prevention of Bribery and Corruption), E1 (Authority Data), E2 (Protection of Personal Data), E4 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E5 (Confidential Information), E6 (Freedom of Information), E9 (Intellectual Property Rights), E10 (Audit and National Audit Office), F6 Remedies Cumulative), G1 (Liability, Indemnity and Insurance), G2

(Professional Indemnity), 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 performing 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 is 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 in relation 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), the Authority may terminate the Contract with immediate effect or such period as specified 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.
- H5.6 The Contractor shall have a Business Continuity Plan in place, agreed with the Authority pursuant to and in accordance with Schedule 1 (Services) Appendix 5, to ensure that the Service to the Authority will be maintained in the event of disruption (including, but not limited to, disruption to the Contractor's System Environment) to the Contractor's operations, and those of Sub-contractors, however caused. Such contingency plans shall be available for the Authority to inspect and to practically test at any reasonable time, and shall be subject to regular updating and revision throughout the Contract Period.
- H5.7 Subject to Clauses H5.8 to H5.13 (inclusive) (and, in relation to the Contractor, subject to it invoking the Business Continuity Plan in accordance with its terms or as agreed between the Parties, a Party may claim relief under this Clause H5.7 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under this Contract which results from a failure or delay by an agent, sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.
- H5.8 The affected Party shall as soon as reasonably practicable issue a Force Majeure notice, which shall include details of the Force Majeure Event, its effect

on the obligations of the affected Party and any action the affected Party proposes to take to mitigate its effect.

H5.9 If the Contractor is the affected Party, it shall not be entitled to claim relief under Clause H5.7 to the extent that consequences of the relevant Force Majeure Event:

- (a) are capable of being mitigated by any of the Services but the Contractor has failed to do so; and/or
- (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.

H5.10 Subject to Clause H5.11, as soon as practicable after the affected Party issues the Force Majeure notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

H5.11 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

H5.12 Where, as a result of a Force Majeure Event:

H5.12.1 an affected Party fails to perform some or all of its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:

- a) the other Party shall not be entitled to exercise any rights to terminate this Agreement in whole or in part as a result of such failure unless, for a period of fifteen (15) Working Days either the affected Party continues to claim relief under Clause H5.7 and/or the Force Majeure Event continues to subsist; and
- b) neither Party shall be liable for any Default arising as a result of such failure;

H5.12.2 the Contractor fails to perform some or all of its obligations in accordance with this Contract the Contractor shall be entitled to receive payment of the Contract Price proportionate to the extent of the Services (or part of the Services) which continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.

H5.13 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with some or all of its obligations under this Contract.

H5.14 Relief from liability for the affected Party claimed under this Clause H5.7 shall end as soon as the Force Majeure Event no longer causes the affected Party to be unable to comply with some or all of its obligations under this Agreement and shall not be dependent on the serving of notice under Clause H5.13.

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 of its Staff. 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 Staff where any such items may be held.

H6.2 At the expiry or early termination of the Contract Period (howsoever arising) or after the Contract Period the Contractor shall provide assistance to the Authority 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 and any non-contractual disputes arising in connection with it shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts. Each Party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any proceedings and to settle any disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

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. 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 ("**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.
- g) Unless agreed otherwise in writing, in any mediation each Party shall bear its own costs of such mediation.

I 2.6 Subject to clause I 2.2, the Parties shall not initiate court proceedings until the procedures set out in clauses I 2.1 and I 2.3 have been completed save that nothing shall prevent either Party from seeking injunctive relief.

I 2.7 Not used.

FORM OF AGREEMENT

This Contract has been entered into on the Commencement Date stated at A2 – Initial Contract Period.

SIGNED for and on behalf of

The Secretary of State for Work and Pensions (the Authority) acting as part of the Crown

SIGNED for and on behalf of

CAPITA BUSINESS SERVICES LIMITED

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date 21st April 2020

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date 21st April 2020

SCHEDULE 1 – SERVICES

INTRODUCTION

1. This Schedule 1 describes the call handling services in respect of Universal Credit queries to be provided to the Authority by the Contractor. Pursuant to clause B10.1 and the recitals, the Services are required to respond to a significant increase in enquiries from Claimants in respect of Universal Credit and are to be provided by the Contractor to address a single specific event or task of short-term duration.
2. The Contractor shall at all times during the Contract Period comply with the Authority's requirements set out in Part A (Authority Requirements) and the Contractor's obligations set out in Part B (Contractor's Solution) of this Schedule 1.
3. Part A (Authority Requirements) is intended to contain high level requirements and so in the event of, and only to the extent of, any conflict between:
 - 3.1 Part A (Authority Requirements) of this Schedule 1 and the Contract (including the remaining Schedules, excluding Part B (Contractor's Solution)), the Contract (including the remaining Schedules, excluding Part B (Contractor's Solution)) shall take precedence; or
 - 3.2 Part A (Authority Requirements) and Part B (Contractor's Solution) of this Schedule 1, Part A (Authority Requirements) shall take precedence.
4. Any other conflicts will be resolved in accordance with clause F10.3.

PART A – AUTHORITY REQUIREMENTS

1. The Authority's requirements are as set out in Appendices 1 – 9 (inclusive) of this Schedule 1.

PART B – CONTRACTOR'S SOLUTION

1. . Services

- 1.1 The Services provided to the Authority by the Contractor include the provision of support to the Authority to handle, manage and deal with Contacts regarding Universal Credit applications from Claimants. The Contacts will be routed to the Contractor via a single queue and shall generally cover:
 - Payments
 - Earnings
 - Claims process
 - Claims process regarding health and complex needs
 - Appointment setting
- 1.2 Contacts will be routed to Operatives where either the Claimant has no case manager, or where the relevant case manager cannot be identified or the case manager is not available.

- 1.3 The Parties agree and acknowledge that the Services set out in paragraph 1.1 above are high level only and that a more accurate description of the Services is required. As soon as practicable after the Commencement Date, the Parties shall act reasonably and in good faith to agree in accordance with the Change Control Procedure a detailed description of the Services to be provided by the Contractor under this Contract.

2. Provision of Operatives (Resource)

- 2.1 Subject to Schedule 13 (Ramp Up/Ramp Down Process), the Contractor will provide 1,200 Operatives, and associated team leaders and operations managers to deliver the Services with flexibility for the Authority to ramp up the resource to 1,700 Operatives and ramp up or down thereafter.

- 2.2 The Contractor's proposed operating structure is based on the following ratios:

- 1 Team Leader to 12 Operatives
- 1 Operations Manager to 72 Operatives (6 teams)
- 1 Quality Assessor to 50 Operatives

- 2.3 Due to the nature of the Services, and the social distancing rules that are currently in place across the UK as a result of the Covid-19 pandemic, all of the Operatives, team leaders and operations managers, will deliver the Services remotely from home. All Staff will follow the Contractor's home-working procedures and protocols, and deliver the Services as a virtual contact centre, with Operatives connecting in securely from their home working environment.

3. Schedule of Services

- 3.1 The Contractor shall deliver the Services in accordance with the following dates:

- Systems pilot and Train-The-Trainer commence week commencing 6th April 2020
- Pilot cohort commence (first 20 Operatives) training week commencing 20th April 2020
- Pilot cohort go-live (first 20 Operatives) and ramp-up training commences week commencing 27th April 2020
- 1200 live Operatives expected end of May 2020, subject to the provisions of Schedule 13 (Ramp Up/Ramp Down Process)

4. Operational Hours

- 4.1 The Contractor shall deliver the Services between the hours of 8:00am and 6:00pm Monday to Friday (UK Time), excluding all UK Public Holidays ("**Core Hours**").
- 4.2 Where the Authority requires the Services to be delivered outside of the Core Hours the Parties shall act reasonably, in good faith and in a timely manner, to agree what additional or amended opening hours are required in accordance with Schedule 11 (Change Control Procedure), save that any changes to the Worked Hour Rate for the delivery of each Worked Hour in the provision of the Services shall be as set out in Schedule 4 (Contract Price).

5. Training

- 5.1 The Authority shall provide Train-the-Trainer training to the Contractor's trainers.

- 5.2 The Operatives will undergo a 4-day training course to cover the key processes that the Operatives are expected to deliver as part of the Services, such training shall be provided by the Contractor's trainers. The Operatives will also have access to a range of resources to support the Operatives in handling calls with the Claimants, including a guidance product which will be provided by the Authority to support the Operatives and various materials which may be made available by the Authority through the intranet and UC Hub.
- 5.3 The Authority shall also provide the Contractor's Operatives with details of the handover process for Operatives to follow where it is necessary to transfer a call to operatives already working for the Authority.
- 5.4 Once Operatives have completed their training and have been signed off by the trainer, the Operatives shall be deemed by the Contractor to be operational, they will start their speed to competency period. This speed to competency period, will be defined by experience and agreed by both parties. A typical example is shown below:

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9
Speed To Competency By Week	50%	65%	75%	80%	85%	90%	95%	98%	100%

- 5.5 The current Authority training materials shall be provided to the Contractor prior to the Commencement Date. The Authority shall keep the training materials under review and may provide new and supplementary training materials to the Contractor as may be identified by the Authority. The Contractor shall work with the Authority to provide reasonable ongoing input on the development of new training materials.

6. Quality Monitoring

- 6.1 The Contractor will deploy a team of experienced Quality Assurance Analysts sourced from across the Contractor's Operatives who will monitor call quality using the existing Authority Quality Management Framework for the Service and shall measure such quality assurance in accordance with Schedule 1, Appendix 3 (Management Information).
- 6.2 The Contractor will use Quality Assurance Analysts on a 1:50 ratio to Operatives who will undertake remote monitoring of Contacts and will deliver feedback and coaching where applicable either direct to the Operative or via a Team Manager through the Contractor's virtual platform.

7. Data Transfer

- 7.1 In order to fulfil Contacts, Operatives will access the Authority's Systems Environment and associated intranet. The Operatives will access such systems via the secure network link already created as part of the work the Contractor undertakes in delivering PIP services for the Authority. The Contractor shall ensure that this connection meets the necessary security standards and provides a direct tunnel between the Authority's Systems Environment and the Contractor's Systems Environment.
- 7.2 To access the Authority's Systems Environment, Operatives will use a secure device which has been set-up by the Contractor. The devices used will be a mixture of the Contractor's Equipment and Authority Provided Equipment that the Contractor has imaged and configured. The Contractor shall be responsible for all configuration services required in

order to deliver the Services. Operatives will use the devices to access the Authority's Systems Environment using a secure VPN connection to the Citrix environment which shall be provided by the Authority to ensure the integrity of the Authority's Systems Environment and the Contactor's Systems Environment and preventing any data from transferring out of the secure network.

8. Technical Solution

8.1 [REDACTED]

8.2 [REDACTED]

8.3 [REDACTED]

9.MI

9.1 [REDACTED]

10. Operative Wellbeing and Retention

10.1 The Contractor shall undertake the following activities during the Contract Period to ensure the retention and wellbeing of all Operatives and Staff:

- 10.1.1 Working from Home Wellbeing guidance provided to all Operatives.
- 10.1.2 Operatives will receive Vulnerable Customers and Resilience training to help them manage the impacts of any challenging/emotional Contacts they may encounter.
- 10.1.3 Reach out daily using messaging applications or phone.
- 10.1.4 Create a virtual group forum where Operatives can participate in wider type discussions.
- 10.1.5 Facilitate regular virtual team meetings where group performance and everyday topics are discussed.
- 10.1.6 Operatives will be able to participate in 1:2:1s with their team manager and have access to important Contractor websites to stay informed about announcements and provide inspiration, feedback and important updates.
- 10.1.7 The Contractor Employee Assistance Programme accessible to all Operatives to provide independent external expert support where needed.
- 10.1.8 Ensure all Operatives complete a DSE assessment of their workstation and work environment.

10.2 The Contractor will put in place various measures to minimise Operative turnover. Such measures include, but are not limited to:

- 10.2.1 Homeworking – more attractive and flexible proposition for many Operatives in the current climate, and the deployment of homeworking technology to create a team working culture, for example virtual breakout rooms and 1-2-1 rooms.
- 10.2.2 Team Manager Support – 1:12 ratio higher than “on premise” ratio allowing for deeper engagement and wrap around care/support.
- 10.2.3 Competitive Reward – all Operatives will be paid in accordance with the Contractor's Real Living Wage guidelines.
- 10.2.4 Flexible Benefits Package.

11. Authority Dependencies

- 11.1 The Authority shall ensure the Dependencies set out in Schedule 4 are met to enable the Contractor to deliver the Services.

Training

- 11.1.1 Throughout the ramp-up period, the Authority will provide the Contractor's trainers with reasonable support from Authority trainers, to address any queries or issues and make necessary changes to training material.
- 11.1.2 Any additional training material above and beyond what is covered in the initial training course and which is provided by the Authority from time to time and is required to be completed by Operatives must also meet the dependency as set out above.

Support

- 11.1.3 To assist Operatives through their speed to competency period, the Authority will provide access to suitable subject matter experts who can support with more complex queries and ensure customer queries are resolved.
- 11.1.4 A guidance product will be further developed by the Authority as soon as reasonably practicable following the Commencement Date and provided to the Contractor to support Operatives, and the Authority will also provide any available additional resources and material through the intranet and UC Hub.
- 11.1.5 The Authority will make available to the Contractor details of the handover process for Operatives to follow where it is necessary to transfer a call to operatives already working for the Authority.
- 11.1.6 The Authority will provide the Operatives with access to the relevant Authority's Systems Environment and associated intranet and the Authority will provide appropriate support to fix any access issues.

Laptops

- 11.1.7 Subject to clause B2.8, the Authority shall provide the Authority Provided Equipment to the Contractor for use by the Operatives and/or Staff.

ANNEX A

Diagram of Contractor's technical solution

[REDACTED]

APPENDIX 1

Universal Credit (UC) - Contractor Call Criteria.

Universal Credit (UC) is the Government's flagship welfare reform programme, with four million people currently in receipt of it. As a result, the UC telephone line receives on average this year nearly 400 thousand calls per week, with a wide variety of enquiries.

UC is an online benefit claimed via the gov.uk website. Claimants will be asked to supply information to support their claim and agree the legal declaration and terms & conditions of UC prior to submission. Claimants not only apply online but they are expected to maintain their claim via their online account which they can use to (but not limited to) notify changes to their circumstances, check their payment amounts, view any decisions made and contact their work coach or case manager. The vast majority of Contacts relate to UC claims, payments, advances and, most recently, the impact of COVID 19, including the various government support that has been made available to the general public.

We require the Operative to provide advice and guidance using Authority systems to answer enquiries and/ or signpost callers to the most appropriate solution to address their enquiry, for example outlining claimants' responsibilities to use their on-line account or access gov.uk.

Requirement and Process: -

The Operative will be responsible for answering telephone calls, providing a key role through a flexible innovative approach ensuring an excellent quality service at all times. To manage the customer journey effectively and efficiently supporting resolution of enquiry. The Operative will be answering general enquiries in line with training and guidance provided for example: -

- General enquiries
- Pre claim general enquiries
- New claim enquiries – action required and signposting
- Advances – general enquiries, for more complex activity a handover will be required to the claimant's Authority Case Manager

- Payments - general enquiry and advice of where to go for further information
- Change of Circumstances – general advice of actions to take, directing the claimant to their online account. For more complex enquiries a handover is required.

This list is an example and not exhaustive, the remit is to handle general enquiries. The Operative will be required to follow guidance provided, as well as utilise supporting information held on the Authority intranet.

The Operative will explain that UC is an online benefit for which they will have an account that they must log in regularly to check for any outstanding 'To Do's', report change of circumstances and record any work search activity, if required, for their work coach. When payment is due, they can check their statement for the amount and the date that payment will be made. They can also contact their work coach or case manager via the online account.

The Operative will help reduce telephone contact by actively supporting and encouraging customers to self-serve through the digital channel, where appropriate signposting to Assisted Digital Services, such as the "Help to Claim" service if further support is needed.

When a query cannot be resolved, ensure a clear concise handover is sent to the relevant party to answer. Clear instructions must be given to the caller of next steps and expectations. The PA will also be required to update "claimant history" within the Universal Credit Service at the end of every call.

The Operative must identify where special circumstances or vulnerability factors may apply and make appropriate arrangements for the customer.

It is essential that the Operative maintains the security and integrity of customer information through appropriate use of IT, adherence with identity verification, data sharing processes and system security protocols

The Operative must check a central register ('Unacceptable Customer Behaviour/UCB) to confirm if there are any control measures which Jobcentre staff need to be made aware of prior to contacting a claimant. These include, but are not limited to;

- Claimants who have UCB control measures in place
- Claimants who are identified as having complex needs

At the end of the call, the agents will need to record the reason for the call in an Authority MI tool as per guidance.

The Authority has the right to undertake investigation of Operative if we believe or there is evidence of fraud activity or a breach in security. The Contractor will provide data, formation and support with the investigation through to conclusion of activity.

The Authority will provide an Authority Mini P.C.'s for each Operative, these will be on loan and will be allocated within the timeline of staff requirement. Authority equipment must be returned, in good condition, following inactivity and by end of contract, the Authority has the right to request return of equipment when deemed no longer required,

Categories	Values / Info	Notes
Business Type	Universal Credit Full Service	
Contract Duration	Initially a 6-month period with review to possibility of increasing to 12 months. The business will require flexibility to increase duration taking into account business critical impacts.	
Forecast Tolerance Target	5%	Daily tolerance. A forecast will not be available at the early stage but will be introduced as part of the review of service. Initial contract will be via volume metric routing of calls against agreed headcount. Any day where the volume of calls exceeds the forecast by more than the stated tolerance is excluded from performance measurement calculations.
Call volumes - inbound	See table below	These are the calls for the full UC Service and a proportion of these calls will be routed to the Contractor, calculated against the agreed headcount and capacity. Final figures to be calculated and will be reviewed in line with business needs and a possible introduction of a forecasting plan.
Call volumes - outbound	Minimal	This may be revised during the period of the contract to support digital shift and revised work activity.
Average Handling Time	277 to 460 seconds – to be determined	This figures have been calculated using both historical in house and outsourcing AHT levels. As the Contractor will be providing an abridged service we would expect the AHT will be towards the lower end. This will be reviewed on a weekly basis to take into account staff experience and confirmed call criteria as a starting point. After the first month it will be reviewed in line with standard Contract terms. This figures has been calculated using both historical current in house and outsourcing levels .
Deliverable Hours	In line to achieve the daily volumetric	The contractor will provide resource to meet the demand of the Authority within the scope of the designated opening hours
Telephony Opening Hours	Monday to Friday between 08.00 to 18:00	Contractor should be mindful there is a need for flexibility and may be a requirement to extend the working hours in line with the Contractual hours requested until 20:00. Change to working hours will be reviewed in line with contractual change request criteria.

Contractual hours	Monday to Friday between 8:00 – 20:00	Contractor should be mindful there is a need for flexibility and may be a requirement to extend the working hours in line with the Contractual hours requested until 20:00. Change to working hours will be reviewed in line with contractual change request criteria.
Warm hand offs	N/A	At this stage there are will be no 'warm transfer' of calls unless otherwise expressly agreed between the parties with reference to exceptional circumstances
Quality	Minimum two calls per agent month once competent – minimum quality level 90% Quality report to be produced monthly for joint review	Would expect Quality monitoring is in place to confirm competency after training. The Authority would expect the frequency of checks to be increased where specific performance or quality issues are identified either in respect of individuals or issues
Training requirement	4 days	Authority assume street to seat for L&D products. The contractor's trainers to deliver L&D.
Handovers	To be determined, current national level is 17%	To be reviewed following evaluation of standards and appropriateness of handovers against training provided. Maximum level will be set but reviewed on a monthly basis.
Data retention	Call recordings are required and they are to be retained for 14 months, initial format is via Amazon but this will change following current Digital investigation of an alternative record and retention method. The Authority have agreed that the Contractor will hold recordings within storage (S3 in AWS) and then the Authority will point to an Authority S3 bucket once setup. Once the Authority P S3 bucket is available recordings within the Contractor S3 bucket will be copied and deleted.	
BPSS	<p>The Baseline Personnel Security Standard (BPSS) is a mandatory staff vetting procedure for each member of contractor (and sub-contractor) staff who have access to Departmental Assets. Department Assets are defined as premises, systems, information or data.</p> <p>The Contractor must verify the following for applicable employees:</p> <ul style="list-style-type: none"> ● Identity ● Employment history (for a minimum of past 3 years) ● Nationality and immigration status ● Criminal record (unspent convictions only). 	

Monthly Call Volumes – This figure is to be determined. An agreed volume of calls will be routed to the Contractor which will be calculated against staffing levels, shift patterns, average handling time and handover levels in accordance with Schedule 13. Evaluation of call types received by the Contractor is required to help support a review of call volume levels

Forecasts National

Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
282,397	273,422	305,441	323,608	301,416	326,914	314,910	304,247	249,509

Forecasts - Case Management

Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
850,244	820,653	910,693	960,868	889,513	961,789	923,453	893,512	734,853

Forecasts - Combined

Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
1,132,641	1,094,075	1,216,134	1,284,476	1,190,929	1,288,703	1,238,363	1,197,759	984,362

Actuals - National

Feb-20	Mar-20	Apr-20
268,340	323,886	64,200

Actuals - Case Management

Feb-20	Mar-20	Apr-20
821,637	944,481	202,795

Actuals - Combined

Feb-20	Mar-20	Apr-20
1,089,977	1,268,367	266,995

Intra-day and Intra-week volumes – The following tables show the average 15 minute % split of calls in-day and week. This is a representation of both service offerings and a combined overall figure. This information will be used as part of the calculation to determine call volume distribution to the Contractor. Taking into account Operative levels, shift patterns, average handling time and hand over volumes. At this stage we are unable to determine these distribution of call volumes to the Contractor. Built into the Contract in Schedule 13 is a requirement for flexibility and frequent reviews of call volume levels

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National							Case Management							Combined					
Intra Day	Mon	Tue	Wed	Thu	Fri		Intra Day	Mon	Tue	Wed	Thu	Fri		Intra Day	Mon	Tue	Wed	Thu	Fri
08:00 - 08:15	3.06%	2.64%	2.39%	2.50%	2.94%		08:00 - 08:15	12.28%	13.13%	12.55%	13.65%	16.58%		08:00 - 08:15	7.67%	7.88%	7.47%	8.07%	9.76%
08:15 - 08:30	1.93%	1.79%	1.57%	1.64%	1.84%		08:15 - 08:30	7.77%	8.90%	8.24%	8.95%	10.41%		08:15 - 08:30	4.85%	5.35%	4.90%	5.29%	6.13%
08:30 - 08:45	2.05%	1.86%	1.78%	1.75%	1.83%		08:30 - 08:45	8.24%	9.24%	9.38%	9.59%	10.31%		08:30 - 08:45	5.14%	5.55%	5.58%	5.67%	6.07%
08:45 - 09:00	2.25%	2.05%	2.03%	2.00%	2.20%		08:45 - 09:00	9.03%	10.19%	10.69%	10.96%	12.40%		08:45 - 09:00	5.64%	6.12%	6.36%	6.48%	7.30%
09:00 - 09:15	2.46%	2.21%	2.43%	2.42%	2.41%		09:00 - 09:15	9.89%	10.98%	12.76%	13.24%	13.62%		09:00 - 09:15	6.17%	6.59%	7.59%	7.83%	8.01%
09:15 - 09:30	2.52%	2.35%	2.38%	2.68%	2.42%		09:15 - 09:30	10.14%	11.70%	12.51%	14.65%	13.67%		09:15 - 09:30	6.33%	7.02%	7.44%	8.67%	8.04%
09:30 - 09:45	2.60%	2.57%	2.57%	2.57%	2.64%		09:30 - 09:45	10.43%	12.79%	13.52%	14.06%	14.93%		09:30 - 09:45	6.51%	7.68%	8.05%	8.32%	8.79%
09:45 - 10:00	2.69%	2.65%	2.62%	2.69%	2.72%		09:45 - 10:00	10.80%	13.17%	13.77%	14.70%	15.37%		09:45 - 10:00	6.74%	7.91%	8.20%	8.69%	9.04%
10:00 - 10:15	2.76%	2.53%	2.73%	2.72%	2.60%		10:00 - 10:15	11.10%	12.56%	14.37%	14.88%	14.69%		10:00 - 10:15	6.93%	7.54%	8.55%	8.80%	8.64%
10:15 - 10:30	2.87%	2.84%	2.71%	2.80%	2.71%		10:15 - 10:30	11.52%	14.11%	14.24%	15.29%	15.27%		10:15 - 10:30	7.19%	8.47%	8.47%	9.04%	8.99%
10:30 - 10:45	2.90%	2.90%	2.64%	2.75%	2.74%		10:30 - 10:45	11.67%	14.41%	13.90%	15.02%	15.46%		10:30 - 10:45	7.28%	8.66%	8.27%	8.88%	9.10%
10:45 - 11:00	2.86%	2.92%	2.67%	2.70%	2.78%		10:45 - 11:00	11.49%	14.52%	14.07%	14.74%	15.71%		10:45 - 11:00	7.18%	8.72%	8.37%	8.72%	9.25%
11:00 - 11:15	2.81%	2.78%	2.70%	2.89%	2.82%		11:00 - 11:15	11.30%	13.81%	14.20%	15.79%	15.90%		11:00 - 11:15	7.05%	8.29%	8.45%	9.34%	9.36%
11:15 - 11:30	3.01%	2.82%	2.92%	2.85%	2.81%		11:15 - 11:30	12.08%	14.00%	15.34%	15.61%	15.85%		11:15 - 11:30	7.55%	8.41%	9.13%	9.23%	9.33%
11:30 - 11:45	2.83%	2.88%	2.92%	2.88%	2.99%		11:30 - 11:45	11.39%	14.34%	15.34%	15.75%	16.87%		11:30 - 11:45	7.11%	8.61%	9.13%	9.31%	9.93%
11:45 - 12:00	3.02%	2.89%	2.92%	2.85%	2.87%		11:45 - 12:00	12.16%	14.37%	15.34%	15.57%	16.19%		11:45 - 12:00	7.59%	8.63%	9.13%	9.21%	9.53%
12:00 - 12:15	2.80%	2.96%	2.99%	3.00%	2.86%		12:00 - 12:15	11.27%	14.71%	15.72%	16.39%	16.15%		12:00 - 12:15	7.04%	8.84%	9.35%	9.69%	9.50%
12:15 - 12:30	2.87%	2.86%	2.83%	2.82%	2.95%		12:15 - 12:30	11.52%	14.22%	14.87%	15.43%	16.63%		12:15 - 12:30	7.19%	8.54%	8.85%	9.13%	9.79%
12:30 - 12:45	2.77%	2.88%	2.88%	2.85%	2.77%		12:30 - 12:45	11.12%	14.30%	15.17%	15.61%	15.66%		12:30 - 12:45	6.94%	8.59%	9.03%	9.23%	9.22%
12:45 - 13:00	2.64%	2.86%	2.89%	2.88%	2.78%		12:45 - 13:00	10.60%	14.22%	15.21%	15.75%	15.71%		12:45 - 13:00	6.62%	8.54%	9.05%	9.31%	9.25%
13:00 - 13:15	2.60%	2.95%	2.93%	3.04%	2.75%		13:00 - 13:15	10.46%	14.68%	15.42%	16.62%	15.51%		13:00 - 13:15	6.53%	8.81%	9.18%	9.83%	9.13%
13:15 - 13:30	2.85%	2.75%	2.71%	2.77%	2.84%		13:15 - 13:30	11.47%	13.69%	14.28%	15.16%	16.05%		13:15 - 13:30	7.16%	8.22%	8.50%	8.96%	9.45%
13:30 - 13:45	2.71%	2.63%	2.86%	2.82%	2.76%		13:30 - 13:45	10.90%	13.05%	15.04%	15.43%	15.56%		13:30 - 13:45	6.81%	7.84%	8.95%	9.13%	9.16%
13:45 - 14:00	2.66%	2.82%	2.74%	2.71%	2.80%		13:45 - 14:00	10.68%	14.00%	14.41%	14.84%	15.80%		13:45 - 14:00	6.67%	8.41%	8.57%	8.77%	9.30%
14:00 - 14:15	2.72%	2.77%	2.83%	2.80%	2.71%		14:00 - 14:15	10.95%	13.77%	14.92%	15.34%	15.27%		14:00 - 14:15	6.84%	8.27%	8.88%	9.07%	8.99%
14:15 - 14:30	2.59%	2.72%	2.82%	2.86%	2.72%		14:15 - 14:30	10.41%	13.54%	14.83%	15.66%	15.37%		14:15 - 14:30	6.50%	8.13%	8.83%	9.26%	9.04%
14:30 - 14:45	2.58%	2.60%	2.62%	2.83%	2.59%		14:30 - 14:45	10.38%	12.94%	13.77%	15.48%	14.64%		14:30 - 14:45	6.48%	7.77%	8.20%	9.15%	8.62%
14:45 - 15:00	2.65%	2.41%	2.55%	2.67%	2.57%		14:45 - 15:00	10.65%	11.96%	13.44%	14.61%	14.49%		14:45 - 15:00	6.65%	7.18%	8.00%	8.64%	8.53%
15:00 - 15:15	2.51%	2.56%	2.55%	2.71%	2.40%		15:00 - 15:15	10.09%	12.75%	13.39%	14.84%	13.52%		15:00 - 15:15	6.30%	7.66%	7.97%	8.77%	7.96%
15:15 - 15:30	2.30%	2.55%	2.55%	2.51%	2.49%		15:15 - 15:30	9.25%	12.68%	13.39%	13.74%	14.05%		15:15 - 15:30	5.77%	7.61%	7.97%	8.13%	8.27%
15:30 - 15:45	2.34%	2.49%	2.63%	2.57%	2.44%		15:30 - 15:45	9.40%	12.37%	13.82%	14.06%	13.76%		15:30 - 15:45	5.87%	7.43%	8.22%	8.32%	8.10%
15:45 - 16:00	2.34%	2.51%	2.61%	2.56%	2.58%		15:45 - 16:00	9.42%	12.49%	13.73%	14.01%	14.59%		15:45 - 16:00	5.88%	7.50%	8.17%	8.29%	8.59%
16:00 - 16:15	2.67%	2.80%	2.91%	2.81%	2.92%		16:00 - 16:15	10.73%	13.92%	15.30%	15.38%	16.49%		16:00 - 16:15	6.70%	8.36%	9.10%	9.10%	9.70%
16:15 - 16:30	2.66%	2.78%	2.73%	2.47%	2.52%		16:15 - 16:30	10.68%	13.85%	14.37%	13.51%	14.25%		16:15 - 16:30	6.67%	8.32%	8.55%	7.99%	8.39%
16:30 - 16:45	2.45%	2.49%	2.52%	2.29%	2.51%		16:30 - 16:45	9.84%	12.37%	13.27%	12.51%	14.15%		16:30 - 16:45	6.14%	7.43%	7.89%	7.40%	8.33%
16:45 - 17:00	2.21%	2.31%	2.27%	2.15%	2.22%		16:45 - 17:00	8.88%	11.51%	11.96%	11.78%	12.55%		16:45 - 17:00	5.54%	6.91%	7.12%	6.97%	7.38%
17:00 - 17:15	1.74%	1.97%	1.92%	1.74%	1.83%		17:00 - 17:15	7.00%	9.81%	10.10%	9.54%	10.31%		17:00 - 17:15	4.37%	5.89%	6.01%	5.64%	6.07%
17:15 - 17:30	1.53%	1.56%	1.62%	1.44%	1.56%		17:15 - 17:30	6.17%	7.73%	8.54%	7.85%	8.80%		17:15 - 17:30	3.85%	4.64%	5.08%	4.64%	5.18%
17:30 - 17:45	1.28%	1.32%	1.24%	1.22%	1.24%		17:30 - 17:45	5.15%	6.56%	6.51%	6.66%	7.00%		17:30 - 17:45	3.22%	3.94%	3.87%	3.94%	4.12%
17:45 - 18:00	0.91%	0.77%	0.85%	0.78%	0.87%		17:45 - 18:00	3.67%	3.81%	4.48%	4.25%	4.91%		17:45 - 18:00	2.29%	2.29%	2.67%	2.51%	2.89%
Total	24.88%	20.11%	19.01%	18.29%	17.72%		Total	33.12%	26.78%	25.30%	24.34%	23.58%		Total	29.00%	23.44%	22.15%	21.31%	20.65%

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National Calls							Case Management Calls							Combined calls					
Intra Day	Mon	Tue	Wed	Thu	Fri		Intra Day	Mon	Tue	Wed	Thu	Fri		Intra Day	Mon	Tue	Wed	Thu	Fri
08:00 - 08:15	498	348	297	299	341		08:00 - 08:15	1557	860	782	757	993		08:00 - 08:15	2055	1208	1079	1056	1334
08:15 - 08:30	315	236	195	196	214		08:15 - 08:30	934	594	526	500	642		08:15 - 08:30	1249	830	721	696	856
08:30 - 08:45	334	245	222	210	212		08:30 - 08:45	980	631	588	562	673		08:30 - 08:45	1314	876	810	772	885
08:45 - 09:00	366	270	253	240	255		08:45 - 09:00	1094	727	699	675	753		08:45 - 09:00	1460	997	952	915	1008
09:00 - 09:15	401	291	302	290	280		09:00 - 09:15	1670	1178	1015	1023	1143		09:00 - 09:15	2071	1469	1317	1313	1423
09:15 - 09:30	411	310	296	321	281		09:15 - 09:30	1712	1218	1081	1065	1149		09:15 - 09:30	2123	1528	1377	1386	1430
09:30 - 09:45	423	339	320	308	307		09:30 - 09:45	1711	1214	1100	1095	1182		09:30 - 09:45	2134	1553	1420	1403	1489
09:45 - 10:00	438	349	326	322	316		09:45 - 10:00	1617	1200	1071	1120	1151		09:45 - 10:00	2055	1549	1397	1442	1467
10:00 - 10:15	450	333	340	326	302		10:00 - 10:15	1621	1248	1146	1138	1148		10:00 - 10:15	2071	1581	1486	1464	1450
10:15 - 10:30	467	374	337	335	314		10:15 - 10:30	1615	1239	1115	1162	1147		10:15 - 10:30	2082	1613	1452	1497	1461
10:30 - 10:45	473	382	329	329	318		10:30 - 10:45	1629	1231	1120	1156	1155		10:30 - 10:45	2102	1613	1449	1485	1473
10:45 - 11:00	466	385	333	323	323		10:45 - 11:00	1611	1201	1115	1074	1110		10:45 - 11:00	2077	1586	1448	1397	1433
11:00 - 11:15	458	366	336	346	327		11:00 - 11:15	1597	1209	1108	1110	1109		11:00 - 11:15	2055	1575	1444	1456	1436
11:15 - 11:30	490	371	363	342	326		11:15 - 11:30	1566	1218	1159	1117	1136		11:15 - 11:30	2056	1589	1522	1459	1462
11:30 - 11:45	462	380	363	345	347		11:30 - 11:45	1537	1224	1137	1135	1146		11:30 - 11:45	1999	1604	1500	1480	1493
11:45 - 12:00	493	381	363	341	333		11:45 - 12:00	1507	1242	1143	1125	1115		11:45 - 12:00	2000	1623	1506	1466	1448
12:00 - 12:15	457	390	372	359	332		12:00 - 12:15	1521	1202	1126	1149	1155		12:00 - 12:15	1978	1592	1498	1508	1487
12:15 - 12:30	467	377	352	338	342		12:15 - 12:30	1473	1200	1150	1153	1102		12:15 - 12:30	1940	1577	1502	1491	1444
12:30 - 12:45	451	379	359	342	322		12:30 - 12:45	1499	1203	1114	1165	1074		12:30 - 12:45	1950	1582	1473	1507	1396
12:45 - 13:00	430	377	360	345	323		12:45 - 13:00	1419	1192	1120	1064	1059		12:45 - 13:00	1849	1569	1480	1409	1382
13:00 - 13:15	424	389	365	364	319		13:00 - 13:15	1429	1210	1134	1117	1044		13:00 - 13:15	1853	1599	1499	1481	1363
13:15 - 13:30	465	363	338	332	330		13:15 - 13:30	1422	1157	1115	1084	1023		13:15 - 13:30	1887	1520	1453	1416	1353
13:30 - 13:45	442	346	356	338	320		13:30 - 13:45	1395	1157	1070	1035	1025		13:30 - 13:45	1837	1503	1426	1373	1345
13:45 - 14:00	433	371	341	325	325		13:45 - 14:00	1364	1116	1067	1014	1037		13:45 - 14:00	1797	1487	1408	1339	1362
14:00 - 14:15	444	365	353	336	314		14:00 - 14:15	1334	1109	1059	1062	1005		14:00 - 14:15	1778	1474	1412	1398	1319
14:15 - 14:30	422	359	351	343	316		14:15 - 14:30	1341	1121	1071	1068	1003		14:15 - 14:30	1763	1480	1422	1411	1319
14:30 - 14:45	421	343	326	339	301		14:30 - 14:45	1309	1070	1038	1055	1006		14:30 - 14:45	1730	1413	1364	1394	1307
14:45 - 15:00	432	317	318	320	298		14:45 - 15:00	1263	1071	1002	1000	980		14:45 - 15:00	1695	1388	1320	1320	1278
15:00 - 15:15	409	338	317	325	278		15:00 - 15:15	1233	1013	960	958	966		15:00 - 15:15	1642	1351	1277	1283	1244
15:15 - 15:30	375	336	317	301	289		15:15 - 15:30	1179	987	946	974	900		15:15 - 15:30	1554	1323	1263	1275	1189
15:30 - 15:45	381	328	327	308	283		15:30 - 15:45	1201	1025	982	977	936		15:30 - 15:45	1582	1353	1309	1285	1219
15:45 - 16:00	382	331	325	307	300		15:45 - 16:00	1196	1001	976	955	900		15:45 - 16:00	1578	1332	1301	1262	1200
16:00 - 16:15	435	369	362	337	339		16:00 - 16:15	1092	965	890	865	807		16:00 - 16:15	1527	1334	1252	1202	1146
16:15 - 16:30	433	367	340	296	293		16:15 - 16:30	1022	883	845	825	768		16:15 - 16:30	1455	1250	1185	1121	1061
16:30 - 16:45	399	328	314	274	291		16:30 - 16:45	936	843	766	743	700		16:30 - 16:45	1335	1171	1080	1017	991
16:45 - 17:00	360	305	283	258	258		16:45 - 17:00	833	720	646	667	626		16:45 - 17:00	1193	1025	929	925	884
17:00 - 17:15	284	260	239	209	212		17:00 - 17:15	675	594	561	556	492		17:00 - 17:15	959	854	800	765	704
17:15 - 17:30	250	205	202	172	181		17:15 - 17:30	590	489	448	462	440		17:15 - 17:30	840	694	650	634	621
17:30 - 17:45	209	174	154	146	144		17:30 - 17:45	493	404	362	382	349		17:30 - 17:45	702	578	516	528	493
17:45 - 18:00	149	101	106	93	101		17:45 - 18:00	328	273	264	249	240		17:45 - 18:00	477	374	370	342	341
Total	16299	13178	12452	11980	11607		Total	51505	40439	37617	37393	37389		Total	67804	53617	50069	49373	48996

APPENDIX 2**Service Measures and Credits for Capita.**

Service credits will not be applied for the later of: -

- i. The first 3 months; or
- ii. The agreed Target Ramp period plus 1 month (a period of operational stabilisation)

while call volumes and other operational parameters are being reviewed and service measures adapted to meet business demand and as further described in Schedule 3.

Service Line - targets

Weekly Charged			
TARGET	CONDITION	SERVICE CREDIT	SERVICE CREDIT – more than 1 occurrence in any 4 week rolling period for weekly metrics or more than 1 occurrence in any 3 month rolling period for monthly metrics
MI – 100% accurate intraday, daily and weekly MI reports delivered to timescale	Target met	Service credit does not apply	Service credit does not apply
	Timescales missed and/or inaccurate reports delivered	0.5% of the relevant weekly total invoice	1 x of the relevant months total invoice
Monthly Charged			
Delivered Available Hours Actual available hours delivered in a week as a percentage of planned agreed available hours	Target met	Service Credit does not apply	service Credit does not apply
	<95%	1% of the relevant monthly total invoice	1.5 x of the relevant months total invoice
AHT – Average time to handle a customer contact including wrap time. AHT = (total talk time + transfer time + wrap time) / calls	Target met	Service Credit does not apply	Service Credit does not apply
	To be agreed.	1% of the relevant monthly total invoice	1.5 x of the relevant months total invoice

answered			
MI – 100% accurate monthly and ad hoc reports delivered to timescale	Target met	Service credit does not apply	Service credit does not apply
	Timescales missed and/or inaccurate reports delivered	0.5% of the relevant monthly total invoice	1 x of the relevant months total invoice
Quality (call evaluations) Monthly target of 90% with the appropriate number of call checks being completed per agent per month (see Appendix 1 for the specific requirement)	Target met	Service credit does not apply	Service credit does not apply
	Less than 90% achieved on any service line and/or less than the agreed volume of calls checked	3% of the relevant monthly total invoice	3 x of the relevant months total invoice
Complaints Number of upheld complaints against contract actions not to exceed 0.01% of all calls received or cases handled per individual service line	Target met	Service credit does not apply	Service credit does not apply
	More than 0.01% complaints received per month	0.5% of the relevant monthly total invoice	1 x of the relevant months total invoice
Data transfer incidents (*) There should be no data transfer incidents	Target met	Service credit does not apply	Service credit does not apply
	1 or more incidents as notified by the authority via internal monitoring	1% of the relevant monthly total invoice	1.5 x of the relevant months total invoice
Telephony Infrastructure available for 99.96% within	Availability target met	Service credit does not apply	Service credit does not apply

Authorities operational hours	Availability target not met	1% of the relevant months total invoice	1.5 x of the relevant months total invoice
Security audit failure (**)	Target met	Service credit does not apply	Service credit does not apply
There should be no significant failures within the elements of the security audit checks	Significant failures on 1 or more elements of the security audit	0.5% of the relevant monthly total invoice	1.5 x of the relevant months total invoice
Acceptable Use Policy (***)	Target met	Service credit does not apply	Service credit does not apply
There should be no more than 2% incidents measured monthly versus average monthly headcount	More than 2% incidents versus headcount recorded by the Contractor and/or notified via the Authority's internal monitoring	1% of the relevant monthly total invoice	1.5 x of the relevant months total invoice

Criteria	Definitions
(*) Data Transfer incidents:	The Contractor will comply with the Authority's Data Transfer standards. All data transfers shall be undertaken using the secure Government network, email via Microsoft Outlook or Authorities accredited systems. Any exceptions must be discussed with the Contract team before any activity takes place. Any single failure will result in a security breach.
(**) Audit failure:	<p>The Contractor shall be audited monthly, if the Contract management team finds significant non-compliance with the Authority's Security standards the Contractor shall be deemed to have failed the audit. Failure of the Audit will be treated as a security breach.</p> <p>Significant non-compliance is defined as breaches in security procedures including system test checks, user records procedures, smart card security procedures, bogus caller procedures, incident reporting, physical security processes, and data security (physical and electronic)</p> <p>Significant or wide reaching call recording failures will also constitute an audit failure and security breach.</p>
(***) Acceptable Use Policy Incidents:	<p>The Contractor shall comply with the Authority's Acceptable Use Policy.</p> <p>On a monthly basis, more than 2% recorded incidents versus headcount will result in a service credit position and be classed as a security breach. Incidents will include those recorded by the Contractor and those recorded by the Authority. The Contractor will provide the Contract Management Team with a monthly Incident report, this will detail all breaches of security, and will be used to assess this aspect of the Contractor performance, and any additional learning and development support required.</p>

APPENDIX 3

Management Information

To support the production of management information detailed within this Appendix, the Authority will provide the Contractor with access to the relevant Authority systems, taking into account security constraints.

1. Telephony MI

1a. Inbound Universal Credit Telephony Performance Metrics

By 15 minute intervals, Hourly (as a minimum) Daily, Weekly and Monthly. Metrics are subject to being measurable within agreed distribution process.

➤	Percentage Contact answered
➤	Contacts Forecast
➤	Contacts Offered
➤	Number of Contacts Answered (reported in the 15 min interval that the Operative answered the Contact and not the 15 min interval where they finished the contact)
➤	Average Contact Handle Time (Talk Time, Hold Time & After Contact Work)
➤	Average Speed of Answer
➤	Longest Contact Wait
➤	Transfers Out
➤	Contacts abandoned
➤	Handovers - (volumes of contacts the Contractor is unable to resolve which are referred back the Authority via the Handover Tool.)

1b. Frequency of Reports

Four in day narratives to summarise performance up to 10:30, 12:00, 14:00 and 16:00 each Working Day will be required no later than 10:45, 12:15, 14:15 and 16:15.

A narrative to summarise performance will also be required by 9am each day covering performance for the previous Working Day.

2 Summary Operative Level – This is the accumulative details for Contractor and not per individual Operative

The Authority expect the Contractor to provide data as detailed below to support volumetric routing of Claimants.

Component by Daily, Weekly and Monthly

➤	Logged in time per Operative
➤	Inbound Contacts Handled
➤	Number of short contact per Operative
➤	Average contacts per Operative per hour
➤	Number and percentage of contacts transferred by Operative

➤	Average Contact Handle Time Inbound per Operative (Inbound Talk Time + Inbound Hold Time + Inbound ACW)
➤	Total Contact Handle Time Inbound per Operative (Inbound Talk Time + Inbound Hold Time + Inbound ACW)
➤	Average Hold Time
➤	Time spent in 'Not Ready Codes' (recorded individually e.g. Meeting Code, Processing Code, Breaks, Lunch, etc.).
➤	Average Wait Time per Operative

3. Management MI Requirements

Component by Weekly or Monthly

➤	Operative Sickness Percentage
➤	Operative Attrition Percentage
➤	Contact Quality Monitoring Results including remedial action being undertaken, weekly for first 2 weeks after training then monthly.
➤	Contractor System Downtime, by system impacted daily and weekly return
➤	Authority feedback process including feedback volumes, % received by type and trends and remedial action being undertaken.
➤	Percentage shrinkage (required daily as well as weekly and monthly)

4. Complaints and compliments

Component by Weekly or Monthly and specific to Contractor complaints

➤	Number of Complaints and compliments received
➤	Number directly attributable to Contractor
➤	Number of Complaints Upheld and Action Taken
➤	Complaints and compliments as a % of customer interactions

5. Timescales

➤	Daily MI – to be available by 09:00 for previous day activity
➤	Weekly MI – to be available on Monday at 09:00 for previous weeks activity
➤	Monthly MI – to be available by 09:00am on the 3 rd Working Day after month end
➤	Monthly performance review pack to be available by 9:00 am on the 5th Working Day following month end
➤	In day reporting – UC - to be available no later than 10:45, 12:15, 14:15 and 16:15 each Working Day. The Authority may require at any time during the operational day, updates as to current operational performance where the Contractor has the data to be able to generate such reports.
➤	Security and Quality Audit to be available by 9:00 am on the 5th working day following month end. In line with guidance to be provided by the Authority.

APPENDIX 4

Telephony Solution

	Appendix 4 - Telephony Requirement Definition
1	The Authority will route Claimants from its telephony infrastructure to the Contractor.
2	Operatives must be able to place the Claimant on hold during conference set-up or transfer process as per guidance.
3	Operatives must be able to connect to the Authority's Translation service, into the conversation using a 3-way conference contact facility.
4	All scripts and messages must conform to Authority's Standards and be implemented by the Contractor on their switch and played at defined times within the customer journey as specified by the Authority. Ownership of messaging and Auto-Attendant facilities will be retained by the Authority.
5	Claimants must be routed to the next available Operative in line with the call distribution process.
6	All appropriate ACD contacts involving Claimants will be recorded in their entirety, so that defined individuals may listen to selected recordings.
7	Defined individuals (both Contractor and Authority) must have access to be able to listen to voice recordings for quality monitoring and security purposes.
8	There will need to be an audit trail functionality to track all contacts that have been listened to by the name of the listener.
9	Supervisor 'listen-in' facility to live contacts being handled by Operatives must be available where enabled.
10	The Operative must be able to transfer the Claimant to other Authority's Operational Centres via a cold/warm transfer. Operatives will also be required to signpost Claimants to other organisations where appropriate, in line with guidance provided by the Authority.
11	A set of frequently required telephone numbers should be programmed into the telephony system so that the Operative can automatically dial them on request rather than dialling manually.
12	Contact costs for transferred Claimants will continue in line with the originally dialled number.
13	The Contractor should be operationally flexible to manage and support the Authority during business disruption events.
14	Any Operative must be able to transfer the Claimant at any point to a Team Leader or other available Operative at any time.
15	The Contractor telephony system must allow for flexible and various Operative states, such as Available, Busy and Wrap up Time, plus specific "Not Ready Codes" e.g. Meeting, Processing, and Non Forced After Call Work etc.
16	Operatives should be able to make/receive Claimants, whilst having access to systems and intranet information.
17	The Contractor must ensure a full MI set is kept in relation to inbound contacts at Operative level in accordance with Appendix 3 to Schedule 1.

Appendix 4 - Telephony Requirement Definition	
18	The telephony system must record usable MI for reporting purposes.
19	The Contractor must have adequate telephony capacity to handle the Claimant volumes.
20	Authority will cover the cost of the 0800 telephone numbers that the Claimant will dial for the service lines within this Contract. These must not be included in Contractor costs. Contact costs for transferred Claimants will continue in line with the originally dialled number.
21	The volume of Claimants answered must be reported in the 15 minute interval in which the Operative answers the contact, and not in the 15 minute interval in which the contact ends.

APPENDIX 5

Business Continuity and Disaster Recovery

1. The Contractor shall be required to provide detailed business continuity and disaster recovery plans. These plans must be documented by the Contractor within twenty (20) days of the Effective Date and follow the principles stated in paragraphs 2 to 7 and 9 within Appendix 5. The Contractor will provide a tactical solution for the first twenty (20) days to protect the Service.
2. The Contractor must provide the Authority with clear evidence of the effectiveness of its BC arrangements, and alignment with recognised industry standards, by producing and maintaining the following BC specific documentation and records **as a minimum**:
 - a. BC policy;
 - b. BC programme management arrangements including;
 - i. Evidence that personnel assigned to BC responsibilities under the contract are competent to perform the required tasks. For example: Membership of the Business Continuity Institute at the level of Member (MBCI) or Fellow (FBCI) will be accepted as evidence of competency;
 - ii. Business Impact Analysis that identifies the Contractor's critical activities, recovery time objectives and maximum tolerable periods of disruption that will enable the requirements of the Authority to be met;
 - iii. Threat and risk analysis to the delivery of the overall contract and the activities delivered under the contract;
 - iv. Strategy options for the on-going delivery of the activities that are provided under the contract in the event of incidents and business disruption. Strategy options are required for, but not restricted to:
 - People;
 - Premises;
 - Technology;
 - Information;
 - Supplies.
 - Incident Response Structure;
 - Business continuity plans;
 - Incident management plans;
 - Exercising/rehearsal arrangements;
 - Maintenance, monitoring and review of BC arrangements; including;
 - Internal audits of the BC arrangements; and
 - Lessons learned reports and action plans for improvement following invocation of the BC arrangements.

3. This must be in accordance with both the Authority Business Continuity Framework and British Standard Guidelines (bs25999). The business continuity plan must provide the Authority with sufficient assurance that incidents will be managed effectively with as little disruption to the service as possible; illustrating that recovery meets the requirements of the BIA. (The Authority would look to see actual RTO's outlined, i.e. Hours/days etc. That business would be back on line).
4. The business continuity plan should include but is not limited to:
 - a. Purpose and scope;
 - b. Strategic aims and objectives;
 - c. Roles and responsibilities;
 - d. Communication arrangements;
 - e. Contact list and plan distribution;
 - f. Threats and contingencies;
 - g. Loss of technology;
 - h. Data recording (including tracking);
 - i. Data storage;
 - j. Loss of people;
 - k. Telecommunications;
 - l. Contractor equipment;
 - m. Loss of premises;
 - n. Loss of key Contractor and partners;
 - o. Destruction and / or corruption of data; and
 - p. Failure to provide the contracted service.
5. The business continuity plan should include but is not limited to:
 - a. The Authority;
 - b. The Contractor;
 - c. All IT systems / IT Networks & telecommunications and how these interact with the Authority;
 - d. Data recording (including tracking) & storage requirements;
 - e. Critical staff availability;
 - f. Critical Contractor equipment and
 - g. Consequence of failure to provide the contracted service upon the Authority.
6. The Contractor shall therefore ensure that agreed and acceptable processes (to the Authority) are documented within the BCP, so that in the event of major system failure there is the minimum interruption to the standard of service.
7. Should there be a need to test or invoke the agreed BCP, the Contractor shall:

- a. Invoke the approved plan and inform the Authority immediately; and
 - b. Continue to provide the agreed services as soon as practicable.
- 8. The Contractor must also meet the following Authority specific BCM requirements:
 - a. All BCM documentation and records must be reviewed at least annually and updated accordingly;
 - b. All business continuity plans and incident management plans must be exercised at least annually;
 - c. Following exercising or actual invocation of business continuity plans and/or incident management plans, a lessons learned exercise must be undertaken and a lessons learned report produced within 4 weeks of the revocation of the relevant plan; and
 - d. Action plans for improvement must be produced within 10 working days, based on the lessons learned reports, and they must include clearly assigned responsibility for clearance, deadlines for completion, and regular progress checks.
- 9. In a major disaster recovery scenario the Contractor would in conjunction with the Authority, determine appropriate measures to ensure continuity of service. This may include identifying alternative Contractor premises, decanting staff to Authority sites or returning delivery to Authority in the interim period.
- 10. In a major Disaster Recovery scenario the intention is that the Authority would support delivery of all service lines delivered by the Contractor in accordance with the Contract. The Authority will consider invocation of emergency messaging until Operatives are available and will also consider queue port impact, call routing impact and would liaise with the relevant Authority 3rd parties BT / Vodafone.

APPENDIX 6

Complaints

1. A complaint is an expression of dissatisfaction about the Contractor made in person, in writing or by telephone to any Contractor member of staff that requires follow-up action. Complaints can be made by the Claimant, The Authority, their authorised representative or a third party connected to the Claimant or Authority.
2. Upon receipt of a complaint the Contractor shall identify if the complaint is in respect of action or inaction of the Contractor or Authority.
3. If the complaint is against the Contractor, then the Contractor shall investigate and resolve the complaint.
4. The Contractor shall resolve complaints in accordance with applicable performance standards.
5. The Contractor shall acknowledge receipt of all complaints received, in writing, within 24 hours of receipt.
6. The Contractor shall resolve or put in place a resolution plan agreed by the complainant in respect of all complaints appropriate to the Contractor within 5 working days of receipt of the complaint. All actions are to be documented. A Contractor senior manager/team leader should review the complaint, actions and resolution plan and undertake any appropriate remedial actions.
7. Where the complaint is to be referred to the Authority that referral shall be made within 12 working hours of receipt of the complaint. Any documentation should be sent to the agreed Authority nominated contact.
8. The Contractor shall provide the Authority with a monthly record of all complaints received together with the action taken to resolve the complaint.
9. Should the customer remain dissatisfied and complain again on the same issue the complaint shall be deemed to be escalated. In these instances, the Contractor shall refer the complaint and action taken when the initial complaint was made, to the Authority on the day of receipt. The Authority shall respond to these complaints and liaise with the Contractor accordingly.
10. If the complaint is in respect of both the Authority and the Contractor, the Contractor shall refer the complaint to the Authority within 12 working hours and liaise with the Authority who shall respond to these complaints.
11. If the complaint is regarding actions taken by, or concerning the role of, the Authority the Contractor shall refer them to the Authority on the day of receipt or as soon as is reasonably practicable. The Authority shall respond to these complaints in a timely manner.

- 12.If the complaint is by someone other than the customer, a nominated representative, an employer of a customer or another relevant person the Contractor shall refer the complaint to the Authority on the day of receipt or as soon as is reasonably practicable. The Authority shall respond to these complaints in a timely manner.
- 13.The Contractor must comply with requests for information stimulated by Parliamentary questions, freedom of information requests and any other ad hoc requests for information in timescales to be agreed between the parties.
- 14.The Authority shall progress and resolve any escalated complaints and administer pay-out where appropriate as part of the appropriate compensation/redress schemes in accordance with The Authority's complaints procedure.

APPENDIX 7

Training

1. The Authority shall provide:

- Training material and the initial training courses for the Contractor's trainers;
- The Authority will own the training products delivered during the lifetime of the Contract and the Contractor should hand back all products to the Authority as part of the service exit strategy;
- Experienced Help Desk support will be available during Contractors delivery, consolidation and for the Contract Period.
- Additional information will be provided by the Authority when work streams or processes change. On occasion, the Contractor may be required to develop training material for their own Operatives, based on process design and requirement documents provided by the Authority. These products must be authorised by the Authority prior to use;
- All Contractor Operatives will need technical knowledge based training. That training will be delivered by the Authority to the Contractor's Training staff;
- Additional training material will be given to the Contractor's trainers that will cover generic areas including security, data protection, vulnerability testing, bogus callers, and implicit consent.

2. The Contractor shall provide:

- The training environment for its Operatives;
- Periodic feedback to the Authority on learnings as a result of the ongoing Service to support lessons learned and amendments to improve training
- Experienced trainers to receive the Authority's initial training to ensure mobilisation and quality assurance to the Operatives
- Adequate support for Operatives in achieving speed to competency and provide assurance that a quality service is being delivered Contractors should ensure Team Leaders are included in any technical training delivered to Operatives;
- Training for its Operatives on all other areas required, including HR issues, site security (where deemed relevant and necessary) terms and conditions, business processes e.g. call monitoring aims and objectives, soft skills, to ensure quality of service;

- On-going training for its own staff as appropriate, for example new staff, remedial training, revised processes, throughout the Contract Period.
3. If the Contractor adapts any of the Authorities training products, the new material must be shared with the Authority detailing the adaptation and any change to the timelines for delivery. All training products remain the property of the Authority and should be returned at the end of the Contract Period.

APPENDIX 8

Data Retention of call recordings for Supplier Services

Package A

Universal Credit	Rolling 14 month retention then transfer to the Authority.
	Provider will hold recordings within Providers storage (S3 in AWS) and then the Authority will point to a Authority S3 bucket once setup. Once the Authority S3 bucket is available recordings within the Provider S3 bucket will be copied and deleted.

Note

Calls will be transferred into the Authority once Authority environment is stood up. From that point new calls will be written direct into the Authority environment.

APPENDIX 9

IT Requirements

1.1 The Authority will provide:

- a. Connectivity to DWP via a standard DWP wide area network connection;
- b. On loan, DWP mini PC able to deliver the service lines, volumes will be controlled in relation to staffing levels.
- c. Procurement route for the Contractor to obtain the standard IT components used during normal operations, subject to authorisation by the Authority;
- d. The DWP End User Computing Platform to enable the Contractor to undertake the following:
 - i. ability to run and operate flexible call-scripted responses, where appropriate;
 - ii. ability to update the text within the call scripts (when directed by the Authority);
 - iii. ability to securely capture customer data if required by the Authority;
 - iv. search facility to access and utilise frequently asked questions and answers;
 - v. signposting to other organisations as agreed with the Authority;
 - vi. ability to securely send electronic referrals to Authority units to progress the customer's enquiry; and
 - vii. secure e-mail facility and web based systems (see Appendix 1).

1.2 The Contractor shall provide:

- a) A Secure Comms room with controlled authorised access, lockable equipment racks and minimum of CAT5e cabling. An existing secure WAN link will be provided by the Authority to enable on site connectivity between the Secure Comms room and the desktops. The Contractor shall provide the cabling between the switching and routing equipment, and the cabling link between this equipment and their agents,
- b) PAT Testing, ensuring that all electrical equipment whether owned by the Contractor or not is safe and properly maintained as detailed in the Provision and Use of Work Equipment Regulations 1998 <http://www.hse.gov.uk/work-equipment-machinery/puwer.htm>.
- c) Systems with the means to capture MI in relation to Inbound calls.

- d) The Contractor is not permitted to install any of their own systems on Authority infrastructure unless full impacting has been undertaken by Authority and written permission provided by Authority Security.

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 ("**Authority's Representative**"). 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 Contractor's 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 ("**Contractor's Representative**"). Contact details are shown in clause A5.3.

Name: **[REDACTED]**

Title: Contractor's Representative

2A Key Personnel

- 2A.1 The following Contractor roles shall be considered Key Personnel further to clause B4 in the Contract:

- a. Account Director
- b. Commercial Director
- c. Finance Director
- d. Programme Director
- e. Regional Delivery Director

3 Payment Information

- 3.1 The Authority and the Contractor shall exchange all orders, invoices, claims and payments via electronic methods. The Contractor shall send all invoices by post and electronically to the following addresses:

Post: Department for Work and Pensions

PO Box 406

SSCL

Phoenix House

Celtic Springs Business Park
Newport
NP10 8FZ

Email: APinvoices-DWP-U@gov.sscl.com

3.1A When submitting any invoices the Contractor shall ensure that:

- a) invoices are submitted in pdf format;
- b) that only one pdf is submitted per invoice and that all supporting documentation is included within the single pdf;
- c) additional/separate supporting documentation is not attached as a separate file;
- d) in the event of multiple invoices, these may be attached to one email but each invoice shall be in a separate PDF (with no additional supporting files as described above);
- e) no covering message is included in the email and if it is, the Contractor acknowledges that this will be removed and not seen by the Authority; and
- f) each invoice sets out a breakdown of the Contract Price and other charges for the period to which the invoice relates including:
 - i) the charges for the number of Worked Hours;
 - ii) set-up costs incurred;
 - iii) any additional charges incurred during the period to which the invoice relates clearly identifying to which activities or services performed by the Contractor those charges relate;
 - iv) any deductions or credits including Service Credits; and
 - v) any adjustments.
- g) that each invoice is a valid VAT invoice and includes:
 - i) purchase order number where applicable;
 - ii) a clear statement of the Services provided for the relevant period;
 - iii) the actual number of Worked Hours;
 - iii) the date of the invoice; and
 - iv) details of how to make payment.

3.1B The Contractor shall raise its:

- i) first invoice the first Working Day after the Commencement Date which shall cover all incurred charges for the period commencing the Effective Date to the Commencement Date; and
- ii) each invoice after the first invoice weekly in arrears with payment in accordance with Clause C2.3.

3.2 The following information is required independently from the Contractor before a claim is submitted for payment by the Authority:

- a) fully itemised invoices supported by relevant Management Information (MI); and
- b) evidence of any pass-through costs incurred e.g. itemised billing, statements etc.,

and shall be sent to the following person

[REDACTED]

Post: Level 4, John Rideal House, Barnsley S70 2SA

Email: CMT.PERFORMANCETEAM@DWP.GSI.GOV.UK

4 Disputed Claims

- 4.1 Notwithstanding paragraph 4.5 of this Schedule 2, payment by the Authority of all or any part of any Contract Price rendered or other claim for payment by the Contractor shall not signify Approval. The Authority reserves the right to verify Contract Price 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 undisputed sums of such claim.
- 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.

5 Final Claims

- 5.1 Provided all previous claims have been paid, the Authority shall have no further liability to make payment of any kind to the Contractor once the final claims have been paid.

SCHEDULE 3 – MONITORING REQUIREMENTS

This Schedule 3 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 as specified.
- 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 this Schedule 3.
- 1.4 The Authority intends, wherever it can, to capture and collate information through its Authority ICT 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 Not used.
- 1.7 Review meetings between the Authority and the Contractor shall also cover, as appropriate, dispute resolution 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 and stakeholders; 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 its Sub-contractors. Where quality falls below acceptable levels the Contractor will be expected to have suitable escalation procedures in place to resolve this issue and, in respect of sub-

contracted provision, take action where necessary to terminate the relevant Sub-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 in relation to the Contract. Failure to provide such reasonable assistance shall be deemed a "Default" for the purposes of clause H2 (Termination on Default).

3 Health and Safety Responsibilities of the Authority's Representatives

- 3.1 The Authority's Representatives may visit the Contractors and its Sub-contractors for a variety of reasons. In the course of their normal duties such representatives of the Authority may make recommendations in relation to the monitoring of health and safety requirements. In doing this the Authority's 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, which shall remain the responsibility of the Contractor. Instead they shall approach this from the position of any lay person. If, however, the Authority's Representative does notice something on which they require assurance or clarification, they shall raise this with the Contractor or the Sub-contractor's representative at the location where they are visiting. In no event are the Authority's 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.

4 Management Information

- 4.1 The Contractor shall supply information listed below relevant to the delivery of the Services to the Authority, using formats and to timescales as specified. This includes but is not limited to:-

Contractor Information Required	Frequency or Date Required by
MI Reporting in accordance with Appendix 3 to Schedule 1 (Services)	Frequency as set out in Appendix 3 to Schedule 1 (services).
HMG Baseline Personnel Security Standard - Contractor's Declaration see HMG Baseline Personnel Security Standard - A Guide for DWP Contractors	Within twenty (20) Working Days of the Commencement Date and submitted quarterly thereafter

Management Charges and Information

- 4.2 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, at no charge to the Authority, provide timely, full, accurate and complete management information reports for SME's ("**SME Management Information Reports**") to the

Authority which incorporate the data described in the reporting template at Schedule 3 Appendix A ("**SME Reporting Template**") which is:-

- a) the total contract revenue received directly on the Contract;
- b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- c) the total value of sub-contracted revenues to SMEs and VCSEs.

4.3 The SME Management Information Reports shall be provided in the correct format as required by the SME Reporting Template at Schedule 3 Appendix A and any guidance issued by the Authority from time to time. The Contractor shall use the initial SME Reporting Template at Schedule 3 Appendix A and which may be changed from time to time (including the data required and/or format) by the Authority by issuing a replacement version. The Authority shall give at least thirty (30) days advance notice in writing of any such change and shall specify the date from which it must be used.

4.4. The Contractor further agrees and acknowledges that it may not make any amendment to the SME Reporting Template without the approval of the Authority.

5 Service Levels and Service Credits

5.1 As soon as practicable after the Commencement Date, the Parties shall meet to agree in accordance with the Change Control Procedure:

- a) a set of service levels against which the Contractor's performance will be measured;
- b) the measurement periods during which the Contractor's performance against the Service Levels will be measured;
- c) a calculation, formula or other mechanism or process for determining the amount of service credits that would accrue and the method for how they would accrue in the event of a failure by the Contractor to meet service levels together with an agreement of when any accrued service credits would be applied against invoices;
- d) a serious underperformance threshold which if breached, would entitle the Authority to terminate this Contract;
- e) a performance improvement plan process;
- f) performance reporting requirements and any additional management information requirements of the Authority with which the Contractor should comply; and
- f) any other associated requirements of the Authority for example methodology and tools to be used by the Contractor in measuring performance, access to any IT service management tool used by the

Contractor for logging any service level failures and performance review management tools and processes,

and the Parties shall act reasonably and in good faith to agree the aforementioned matters by no later than such time that the number of Operatives engaged in the provision of the Services reaches at least one thousand (1000) or such other number which is agreed between the Parties (both Parties acting reasonably and in good faith) as the point at which the demand for Operatives has stabilised (“**Target Ramp**”). The Parties acknowledge and agree that the aforementioned number could therefore be a number over or under one thousand (1000) Operatives.

- 5.2 The Parties agree that responsibility for measuring the Contractor’s performance in accordance with the agreed Service Levels shall lie with the Contractor.
- 5.3 The Parties agree that the Contractor shall not be required to meet Service Levels and nor shall Service Credits accrue until the later of i) the date on which the Target Ramp is reached plus one (1) Month and ii) the expiry of a period of three (3) Months commencing on the Effective Date (“**Performance Measurement Commencement Date**”).
- 5.4 For the period between the Commencement Date and the Performance Measurement Commencement Date, the Contractor shall measure:
- a) average call handling times;
 - b) the number of complaints received;
 - c) delivered Worked Hours;
 - d) MI reporting accuracy;
 - e) data transfer incidents;
 - f) quality assurance metrics including:
 - a.volume of quality assurances completed;
 - b.overall performance; and
 - c.summary of any critical fails during the Measurement Period;
 - g) any security audit failure;
 - h) compliance with the acceptable use policy; and
 - i) availability of telephony infrastructure;

and the Parties shall agree the Service Levels giving due consideration to the aforementioned metrics.

Appendix A – SME Reporting Template

[Dept] SME Data Collection

v2.1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend. Guidance about the data required is provided below. PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT .

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts

Questions A1-A3: Please specify the numbers in full. All figures should be in GBP pounds sterling. Please see an example of how to complete the questions below.

A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs)

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£1,200,000 ✓

£1.2m ✗

1.2m ✗

☐

A2. Total value of subcontracted revenues (£)

(Please note that this is the total value of **all** sub-contracted revenues for SMEs and non-SMEs.

Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£190,000 ✓

£190k ✗

190k ✗

☐
☐

A3. Total value of subcontracted revenues to SMEs (£)

Of the £1,200,000 Supplier X received from the selected department, £50,000 was subcontracted to an SME. Enter **£50,000** for question A3.

£50,000 ✓

£0.05m ✗

0.05m ✗

Data provided by

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (If different). Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

Definitions and Interpretations:

In this document and all documentation from the Crown Commercial Service SME team:

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed €50m or annual balance sheet total does not exceed €43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the definition of a SME.
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.

[Dept] SME Data Collection

Please refer to the guidance tab.

Please answer questions A1 to A6 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT]

INSERT YOUR ORGANISATION/COMPANY NAME	Full Year 2018/19 (Apr 2018- Mar 2019)	
SELECT DEPARTMENT	£	%
CONTRACT NAME		
A1. Total contract revenue (£) received directly from selected contract.	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	

Data provided by:

Name	
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME
DUNS Number	
Email	
Phone	
Date	

Please provide details of the preferred contact for future reporting (If applicable):

Name	
Email	
Phone	

Breakdown of Departmental Contract Revenue (100%= £0)

- Total Revenue retained (£)
- Total subcontracted revenues to non SME (£)
- Total subcontracted revenues to SMEs (£)



18.04.10_SME_measures_PPN_118_Annex

SCHEDULE 4 – CONTRACT PRICE

- 1** **Introduction**
[REDACTED]

- 2** **Contract Price**
 - 2.1 [REDACTED]
 - 2.2 [REDACTED]

- 3** **Pricing Principles**
 - 3.1 [REDACTED]
 - 3.2 [REDACTED]
 - 3.3 [REDACTED]
 - 3.4 [REDACTED]
 - 3.5 [REDACTED]
 - 3.6 [REDACTED]
 - 3.7 [REDACTED]
 - 3.8 [REDACTED]
 - 3.9 Not used.
 - 3.10 [REDACTED]

- 4** **Set Up Charges**
 - 4.1 [REDACTED]

Table 1 [REDACTED]

4.2 [REDACTED]

4.3 [REDACTED]

Table 2 [REDACTED]

4.4 [REDACTED]

4.5 [REDACTED]

5 Variable Charges

5.1 [REDACTED]

5.1.1 [REDACTED]

Table 3 [REDACTED]

5.1.2 [REDACTED]

Table 4 [REDACTED]

5.1.3 [REDACTED]

5.2 [REDACTED]

5.2.1 [REDACTED]

5.2.2 [REDACTED]

5.3 [REDACTED]

5.3.1. [REDACTED]

5.3.2 [REDACTED]

5.4 [REDACTED]

5.4.1 [REDACTED]

6 Assumptions and Dependencies

6.1 [REDACTED]

APPENDIX 1 – [REDACTED]

APPENDIX 2 – [REDACTED]

APPENDIX 3 – [REDACTED]

APPENDIX 4 – [REDACTED]

SCHEDULE 5 – COMMERCIALLY 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	Condition Paragraph Number or	Explanation of harm which may result from disclosure and time period applicable to sensitivity.
Contract	67-68	Section G.1	Limitation of Liability G1.3, G1.4, G1.5, G1.5A, G1.5B	The information is likely to prejudice the commercial interests of Capita as it details Capita's risk appetite and profile in relation to the Services. Time period: For a period of two years after the termination or expiry of the Contract.
Schedule 1	83 and 86	Part B of Schedule 1	Paragraphs 8 and 9 and Annex A.	The information is likely to prejudice the commercial interests of Capita as it details Capita's proprietary information in relation to the Services. Time period: For a period of two years after the termination or expiry of the Contract.
Schedule 4	124 - 136	All	All Capita includes specific	The information is likely to

			Operative hourly rates, treatment of any passthrough costs, and set up cost breakdown, as well as Maximum Permitted Profit Margin set out in Appendix 2	prejudice the commercial interests of Capita as it details Capita's risk appetite and profile in relation to the Services and resultant pricing and margin. Time period: For a period of two years after the termination or expiry of the Contract.
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2. The Contractor acknowledges that circumstances may arise that require disclosure and are outside the control of the Authority, for example, due to a legal requirement including a court order.
3. The Authority will consult with the Contractor on any request for information, identified as Commercially Sensitive, under the FOIA.
4. 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.
5. The Authority will publish without prior consent from the Contractor all information provided by the Contractor **not** identified in this Schedule 5 as constituting Commercially Sensitive Information under the Authority's transparency reporting requirements provided that such disclosure satisfies the requirements of the FOIA.
6. The Authority reserves the right to determine whether any information provided in this Schedule 5 does constitute Commercially Sensitive Information prior to publication.

SCHEDULE 6 – SECURITY

1.DEFINITIONS

1.1 In this Schedule 6, the following definitions shall apply:

“Authority Personnel” shall mean all persons employed by the Authority including directors, officers, employees together with the Authority’s servants, agents, consultants, contractors and suppliers but excluding the Contractor and any Sub-contractor (as applicable).

“Availability Test” shall mean the activities performed by the Contractor to confirm the availability of any or all components of any relevant ICT system as specified by the Authority.

“CHECK” shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.

“Cloud” shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.

“Cyber Essentials Plus” shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

“Cyber Security Information Sharing Partnership” or “CiSP” shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

“Good Security Practice” shall mean:

- a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the

National Institute of Standards and Technology);

- b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
- c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

"Information Security" shall mean:

- a) the protection and preservation of:
 - i) the confidentiality, integrity and availability of any Authority Assets, the Authority's Systems Environment (or any part thereof) and the Contractor's Systems Environment (or any part thereof);
 - ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- b) compliance with all Law applicable to the processing, transmission, storage and disposal of Authority Assets.

"Information Security Manager" shall mean the person appointed by the Contractor with the appropriate experience, authority and expertise to ensure that the Contractor complies with the Authority's Security Requirements.

"Information Security Management System ("ISMS")" shall mean the set of policies, processes and systems designed, implemented and maintained by the Contractor to manage Information Security Risk as certified by ISO/IEC 27001.

“Information Security Questionnaire”	shall mean the Authority’s set of questions used to audit and on an ongoing basis assure the Contractor’s compliance with the Authority’s Security Requirements.
“Information Security Risk”	shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.
ISAE 3402	shall mean the International Standard on Assurance Engagements No. 3402 (ISAE) as most recently published by the International Auditing and Assurance Standards Board or its successor entity (“ IAASB ”) or the relevant successor or replacement standard which is formally recommended by the IAASB.
“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301	<p>shall mean:</p> <ul style="list-style-type: none"> a) ISO/IEC 27001; b) ISO/IEC 27002/IEC; and c) ISO 22301 <p>in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.</p>
“NCSC”	shall mean the National Cyber Security Centre or its successor entity (where applicable).
“Penetration Test”	shall mean a simulated attack on any Authority Assets, the Authority’s Systems Environment (or any part thereof) or the Contractor’s Systems Environment (or any part thereof).
“PCI DSS”	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “ PCI ”).
“Risk Profile”	shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
“Security Test”	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and

any other security related test and audit.

“SSAE 16”

shall mean the Statement on Standards for Attestation Engagements (SSAE) No. 16 as most recently published by the American Institute of Certified Public Accountants or its successor entity (“**AICPA**”) or the relevant successor or replacement standard which is formally recommended by the AICPA.

“Tigerscheme”

shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.

“Vulnerability Scan”

shall mean an ongoing activity to identify any potential vulnerability in any Authority Assets, the Authority’s Systems Environment (or any part thereof) or the Contractor’s Systems Environment (or any part thereof).

- 1.2 Reference to any notice to be provided by the Contractor to the Authority shall be construed as a notice to be provided by the Contractor to the Authority’s Representative.

1A. GENERAL

- 1A.1 Within 20 Working Days of the Commencement Date, the Parties shall act reasonably and in good faith to agree in accordance with the Change Control Procedure the Security Policies (as set out in Annex A to this Schedule 6) and Security Standards (as set out in Annex B to this Schedule 6) which shall apply to this Contract and any changes as may be reasonably required to this Schedule 6.
- 1A.2 Subject to the aforementioned, the Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Authority’s security requirements as set out in the Contract which include the requirements set out in this Schedule 6 to the Contract (the “**Authority’s Security Requirements**”). The Authority’s Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Authority Assets, the Authority’s Systems Environment and the Contractor’s Systems Environment.
- 1A.3 Terms used in this Schedule 6 which are not defined below shall have the meanings given to them in clause A1 (Definitions and Interpretations) of the Contract.
- 1A.4 Until such time as the Parties agree on the final version of this Schedule 6 pursuant to paragraph 1A.1 above, the contents of this Schedule 6 shall be indicative only, provided that the Contractor shall use all reasonable endeavours to deliver the Services in accordance with such indicative requirements to the extent practicable.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor shall at all times comply with the Authority's Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE, CERTIFICATION AND AUDIT

- 3.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to ISO/IEC 27001 (the "**ISO Certificate**") in relation to the Services during the Contract Period. The ISO Certificate shall be provided by the Contractor to the Authority on the dates as agreed by the Parties.

- 3.2 The Contractor shall appoint:

- a) an Information Security Manager; and
- b) a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time.

The Contractor shall notify the Authority of the identity of the Information Security Manager on the Commencement Date and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

- 3.3 The Contractor shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:

- a) a scope statement (which covers all of the Services provided under this Contract);
- b) a risk assessment (which shall include any risks specific to the Services);
- c) a statement of applicability;
- d) a risk treatment plan; and
- e) an incident management plan

in each case as specified by ISO/IEC 27001.

The Contractor shall provide the Information Security Management System to the Authority upon request within 10 Working Days from such request.

- 3.4 The Contractor shall notify the Authority of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the

initial notification of failure or revocation to the Authority or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the Contract Period after the first date on which the Contractor was required to provide the ISO Certificate in accordance with paragraph 3.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights under clause H2.1.

- 3.5 The Contractor shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Authority.
- 3.6 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.5, the Authority may, in its absolute discretion, notify the Contractor that it is not in compliance with the Authority's Security Requirements and provide details of such non-compliance. The Contractor shall, at its own expense, undertake those actions required in order to comply with the Authority's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Authority's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights under clause H2.1.

4. CYBER ESSENTIALS PLUS SCHEME

- 4.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during Contract Period. The Cyber Essentials Plus Certificate shall be provided by the Contractor to the Authority annually on the dates as agreed by the Parties.
- 4.2 The Contractor shall notify the Authority of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Contract Period after the first date on which the Contractor was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights under clause H2.1.

5. RISK MANAGEMENT

- 5.1 The Contractor shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the Contract Period which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Authority's Security Requirements are met (the **Risk Assessment**). The Contractor shall provide the Risk Management Policy to the Authority upon request within 10 Working Days

of such request. The Authority may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Authority's Security Requirements. The Contractor shall, at its own expense, undertake those actions required in order to implement the changes required by the Authority within one calendar month of such request or on a date as agreed by the Parties.

- 5.2 The Contractor shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Contractor's Systems Environment or in the threat landscape or (iii) at the request of the Authority. The Contractor shall provide the report of the Risk Assessment to the Authority, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Contractor shall notify the Authority within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Authority decides, at its absolute discretion, that any Risk Assessment does not meet the Authority's Security Requirements, the Contractor shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Authority in relation to the Authority's own risk management processes regarding the Services.
- 5.5 For the avoidance of doubt, the Contractor shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5. Any failure by the Contractor to comply with any requirement of this paragraph 5 (regardless of whether such failure is capable of remedy), shall constitute a Material Breach entitling the Authority to exercise its rights under clause H2.1.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Authority (the "**Information Security Questionnaire**") at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 6.2 The Contractor shall conduct Security Tests to assess the Information Security of the Contractor's Systems Environment and, if requested, the Authority's Systems Environment. In relation to such Security Tests, the Contractor shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Contractor's Systems

Environment or in the Authority's System Environment or (iii) at the request of the Authority which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Authority. The Contractor shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Contractor shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Authority in its absolute discretion.

- 6.3 The Authority shall be entitled to send the Authority's Representative to witness the conduct of any Security Test. The Contractor shall provide to the Authority notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Contractor provides code development services to the Authority, the Contractor shall comply with the Authority's Security Requirements in respect of code development within the Contractor's Systems Environment and the Authority's Systems Environment.
- 6.5 Where the Contractor provides software development services, the Contractor shall comply with the code development practices specified in the Specification or in the Authority's Security Requirements.
- 6.6 The Authority, or an agent appointed by it, may undertake Security Tests in respect of the Contractor's Systems Environment after providing advance notice to the Contractor. If any Security Test identifies any non-compliance with the Authority's Security Requirements, the Contractor shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Authority at its absolute discretion. The Contractor shall provide all such co-operation and assistance in relation to any Security Test conducted by the Authority as the Authority may reasonably require.
- 6.7 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, engage an independent auditor registered with the AICPA or, as the case may be, the IAASB (such auditors, the "**SOC Auditors**") to conduct a service organisation control ("**SOC**") 1 Type 2 audit ("**SOC1T2**") and a SOC2 Type 2 audit ("**SOC2T2**") in accordance with the SSAE 16 and/or ISAE 3402.
- 6.8 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, maintain at least annual renewals of SOC1T2 and SOC2T2 in accordance with SSAE 16 and/or ISAE 3402 during the Contract Period and provide the Authority with a copy of the applicable SOC1T2 report and SOC2T2 report on the dates as agreed by the Parties.
- 6.9 The Contractor shall agree in advance with the Authority the trust services criteria which shall apply to SOC1T2 and SOC2T2 (the "TSC") in respect of security, confidentiality, integrity, availability and privacy (each as defined by the TSC published by the AICPA or, as the case may be, the IAASB). The

Contractor shall provide the SOC1T2 report and SOC2T2 report to the Authority within 10 Working Days after receipt from its SOC Auditors.

- 6.10 In addition to the provisions set out in paragraphs 6.1 to 6.9, the Contractor shall provide a bridge letter in relation to SOC1T2 and SOC2T2 at the reasonable request of the Authority. The content and format of such bridge letter shall be approved by the Authority in advance and shall be provided within one calendar month of the Authority's request.
- 6.11 The Authority shall schedule regular security governance review meetings which the Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Where the Contractor obtains, stores, processes or transmits payment card data, the Contractor shall comply with the PCI DSS.
- 7.2 The Contractor shall obtain and maintain up-to-date attestation of compliance certificates ("AoC") provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance ("RoC") provided by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the Contract Period. The Contractor shall provide the respective PCI Reports to the Authority upon request within 10 Working Days of such request.
- 7.3 The Contractor shall notify the Authority of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Authority's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Authority's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Authority's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.

- 8.3 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Contractor shall be a member of the Cyber Security Information Sharing Partnership during the Contract Period. The Contractor shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information
- 9.2 The Contractor shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Contractor's Risk Management Policy.

ANNEX A – AUTHORITY SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) [SS-009 - Hypervisor](#)
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation
- l) SS-012 - Protective Monitoring Standard for External Use
- m) [SS-013 - Firewall Security](#)
- n) SS-014 - Security Incident Management
- o) SS-015 - Malware Protection
- p) SS-016 - Remote Access
- q) SS-017 - Mobile Devices
- r) SS-018 - Network Security Design
- s) SS-019 - Wireless Network
- t) SS-022 - Voice & Video Communications
- u) SS-023 - Cloud Computing
- v) SS-025 - Virtualisation
- w) SS-027 - Application Security Testing
- x) SS-028 - Microservices Architecture
- y) SS-029 - Securely Serving Web Content
- z) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 - Patching

SCHEDULE 7 – NOT USED

SCHEDULE 8 – NOT USED

SCHEDULE 9 – NOT USED

SCHEDULE 10 – NOT USED

SCHEDULE 11 – CHANGE CONTROL PROCEDURE

1 General Principles of Change Control Procedure

- 1.1 This Schedule 11 sets out the procedure for dealing with Contract Changes and Operational Changes.
- 1.2 If either Party is in doubt about whether a change to the Contract falls within the definition of an Operational Change, it must be processed as a Contract Change.
- 1.3 For any Change Communication to be valid under this Schedule 11, it must be sent in accordance with the provisions of clause A5 (*Notices*) as if it were a notice.

2 Costs

- 2.1 The Contractor shall be entitled to increase the Contract Price only if the Impact Assessment satisfies the requirement in paragraph 5.2 of this Schedule 11, that the Contract Change is not exempt from a change in Contract Price as specified in clause F3 and it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and the Authority agrees to pay such increase.
- 2.2 The Contractor shall decrease the Contract Price 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 Contract Price resulting from a Contract Change, whether the change will cause an increase or a decrease in the Contract Price, will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services affected by the Contract Change.
- 2.4 Each Party's 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 Operational Change Procedure

- 3.1 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 Contract Price or other costs;
 - (b) have an adverse impact on the business of the Authority;
 - (c) require a change to this Contract; or

- (d) have a direct adverse impact on the Authority's receipt of the Services.
- 3.2 Either Party may request an Operational Change by submitting an Operational Change Request to other Party at any time during the Contract Period, and which may be sent by electronic mail or by letter.
- 3.3 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.
- 3.4 The Contractor shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.
- 3.5 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.

4 Contract Change Procedure

- 4.1 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 of this Schedule 11.
- 4.2 If the Authority issues a Change Request, then the Contractor shall provide as soon as reasonably practicable, and in any event within ten (10) Working Days of the date of receiving the Change Request, an Impact Assessment to the Authority.
- 4.3 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.
- 4.4 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.
- 4.5 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.

5 Impact Assessment

- 5.1 An Impact Assessment shall be substantially in the form of Appendix 2 of this Schedule 11.
- 5.2 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 and/or the Service Levels;
 - (ii) the format of Authority Data, as set out in the Services;
 - (iii) the Implementation Plan and any other 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 Contract Price, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party.

5.3 The calculation of costs for the purposes of paragraphs 5.2(g) and (h) of this Schedule 11 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.

- 5.4 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to clause E2 (Protection of Personal Data).
- 5.5 Subject to the provisions of paragraph 5.6 of this Schedule 11, the Authority shall review the Impact Assessment and respond to the Contractor in accordance with paragraph 6 of this Schedule 11 within fifteen (15) Working Days of receiving the Impact Assessment.
- 5.6 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.
- 5.7 At the Authority's discretion, the Parties may repeat the process described in paragraph 5.6 of this Schedule 11 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment to enable it to take one of the steps prescribed by paragraph 6 of this Schedule 11.

6 Authority's Right of Approval

- 6.1 Subject to paragraphs 5.6 and 5.7 of this Schedule 11, within fifteen (15) Working Days, or such other timescale agreed between both Parties, of receiving the Impact Assessment from the Contractor, the Authority shall do one of the following:
- (a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph 6.5 of this Schedule 11; 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.
- 6.2 No proposed Contract Change shall be implemented by the Contractor until a Change Authorisation Note has been signed and issued by the Authority in accordance with paragraph 6.5 of this Schedule 11.
- 6.3 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.
- 6.4 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.

- 6.5 If the Authority approves the proposed Contract Change pursuant to paragraph 6.1 of this Schedule 11 and it has not been rejected by the Contractor in accordance with paragraph 7 of this Schedule 11, then the Authority shall prepare two copies of a Change Authorisation Note in the form of Appendix 3 of this Schedule 11 and send them to the Contractor. The Contractor shall sign/execute as a deed (as appropriate) both copies and deliver both signed/executed copies to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign/seal (as appropriate) 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.

7 Contractor's Right Of Rejection

- 7.1 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 pursuant to paragraph 5.2 of this Schedule 11.

- 7.2 The Contractor shall have the right to reject a Change Request solely in the manner set out in paragraph 7.1 of this Schedule 11.

8 Failure to Comply

- 8.1 If the Contractor fails to complete an Impact Assessment, implement or successfully comply with the Contract Change by the required date, the Authority may:-

- (a) give the Contractor a further opportunity to implement or comply with the Contract Change; or
- (b) escalate any issues arising out of the failure to implement or comply with the Contract Change to the Contractor's finance director (or equivalent) under the dispute resolution procedure set out in clause 12 (Dispute Resolution).

9 Management Information

- 9.1 The Parties shall update the Contract to reflect all Contract Changes or Operational Changes agreed in the relevant Change Authorisation Note or Operational Change Request and annotate with a reference to the Change

Authorisation Note or Operational Change Request pursuant to which the relevant Contract Changes or Operational Changes were agreed.

10 Expedited Procedure

- 10.1 If the Authority wishes to introduce a Contract Change or an Operational Change or requires the Contractor to respond to a Change Request or an Operational Change Request within shorter timescales than those set out in this Schedule ("**Expedited Change**"), the Authority shall notify the Contractor of the shorter timescales to be applied.
- 10.2 If the Contractor is unable to comply with its obligations set out in this Schedule within the shorter timescales notified in paragraph 9.1, the Parties shall, acting reasonably and in good faith, use reasonable endeavours to comply with their respective obligations in this Schedule expediently and as soon as reasonably possible taking into account the shorter timescales that were notified by the Authority to the Contractor.
- 10.3 Nothing in this paragraph 10 shall relieve the Contractor of its obligations set out in paragraphs 2 to 5 (inclusive) of this Schedule in respect of the Expedited Change.

APPENDIX 1 - Change Request Form

(For Completion by the Party Requesting Change)

Change Request No:	Contract Title & Contract Number:	Contractor Name & Registered No:
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 Owner Requesting Change:		
Signature of Owner Requesting Change:		
Date of Signature:		
(For Completion by Party Receiving Request for Change)		
Disadvantages of Requested Contract Change, if any:		
Details of any proposed alternative scenarios, if any;		
Authorisation to Complete Impact Assessment: (Name)		
Impact Assessment Assigned to: (Name)		
Impact Assessment Assigned on: (Date)		

APPENDIX 2 - Impact Assessment

(For Completion by Contractor)

Change Request No:	Contract Title & Contract Number:	Contractor Name & Registered No:
Contract Change Title:		Contract Change Implementation Date:
Full Details of the Impact the proposed Contract Change will have on the services and your ability to meet your other obligations under this Contract:		
Any additional changes to this Contract that will be required as a result of the change – including any:		
1. Service/Service Levels/Performance Levels 2. Format of Authority Data 3. Timetable for the Implementation, including testing 4. Amendments to contract wording 5. Cost of implementing the change – ongoing/increase/decrease in costs 6. Alteration in Resources – estimated volumes and applicable rates		
Impact Assessment Completed by: (Name & Position in Organisation)		
(For Completion by DWP)		
Impact Assessment Approved by: (Name & Date)		
Impact Assessment Rejected by: (Name & Date)		
Reason for Rejection:		

APPENDIX 3 - Change Authorisation Note

(For Completion by DWP)

Change Request No:	Contract Title & Contract No:	Contractor Name & Registered No:
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 Contract Price 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 12 – PERSONAL DATA AND DATA SUBJECTS

ANNEX A – DATA PROCESSING

1. The Data Processor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule 12 Annex A.
3. This Schedule 12 Annex A shall be completed by the Data Controller, who may take account of the view of the Data Processor, however the final decision as to the content of this Schedule 12 Annex A shall be with the Data Controller at its absolute discretion.
4. The contact details of the Data Processor's Data Protection Officer are as follows: Jenny Coombs (Group Data Privacy Officer), jenny.coombs@capita.com

Description	Details
Subject matter of the processing	<i>Universal Credit (UC) National Enquiry Calls.</i> The subject matter of the processing is the handling of calls received through the 0800 328 5644 service line. The Help line is a free inbound telephony service open for all UC enquiries. The process is to manage the Claimant journey effectively and efficiently supporting a resolution of the enquiry or handing off for further investigation.
Duration of the processing	Processing will take place from the Effective Date, and will operate for the Initial Contract Period and for any extension periods thereafter.
Nature and purposes of the processing	<ul style="list-style-type: none">• Processing is for DWP purposes. DWP will rely on powers derived from S3 of the Social Security Act 1998.• External suppliers will be required to comply with the provisions of the Data Protection Act and the requirements of the GDPR (General Data Protection Regulations) and maintain a record of processing activities under its responsibility.• Some data is shared across government and with authorised bodies (i.e. Local council). This is through system access sharing as opposed to direct contact.• The processing activities will include call recording.

Description	Details
	<p>Claimants will be notified via automated messaging of call recording prior to telephony agent interaction.</p> <ul style="list-style-type: none"> •The Operative will check and verify the identity of the Claimant using the security authentication process built within the Authority's Systems Environment . If the Claimant fails security the call will be terminated. •The Operative must check a central Unacceptable Customer Behaviour register to confirm if there are any control measures in place. If there are the Operative must notify the contact in the JC via email to the relevant JC in box. •To resolve the enquiry, the Operative will check the Authority's Systems Environment. If the Operative identifies any action the Claimant needs to undertake, including accessing their online account. •The Operative informs the Claimant of any actions that they are to take and summarises the agreed outcome from the call with the Claimant. •If the Operative is unable to resolve the enquiry they will need to complete the electronic "Handover" activity as detailed in guidance. •At the end of the call, the Operative will need to record the reason for call within IT data base as instructed in guidance. •This service line is regularly reviewed in order to maintain DWP's 90% quality target across all service lines. •The Contractor will ensure call recordings are available for Quality checking purpose.
Type of Personal Data	<p>Personal data; Claimant's details or caller's details and those of the relevant Claimant on whose behalf the call is made, in each case such as name, address, answers to security questions.</p> <p>Special category data: Operatives will be able to view limited sensitive or special category data relating to health and ethnicity of Claimants in the summary screens only.</p>
Categories of Data Subject	<p>DWP Claimants Appointees Representatives 3rd party Organisations such as CAB, Welfare Rights, Health Care Providers</p>

Description	Details
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	All call records will be retained for 14 months this will be reviewed in line with contract status.

ANNEX B – DATA CONTROLLER

PART 1

The Authority shall be the Data Controller of:

Choosing an appropriate Processor.
Entering into a legally binding contract with an appropriate Processor
Compliance with Data Protection principles
Ensuring individuals can exercise their Personal Data rights
Implement appropriate technical and organisational security measures
Notify Personal Data Breaches
Comply with GDPR accountability obligations
Co-operate with supervisory authorities

SCHEDULE 13 – RAMP UP/RAMP DOWN PROCESS

1 Weekly Resource Planning and Contact Volume Review

- 1.1 Each Monday (or such other Working Day the Parties mutually agree) commencing on 27 April 2020 the Parties shall, for planning purposes, agree the number of Operatives forecast to be required for the next rolling two (2) week period (“**Locked Period**”) using the following inputs (“**Resource Forecast Plan**”). The Authority will also use the following inputs to determine the volume and distribution of Contacts the Contractor will be provided to service:
 - 1.1.1 the forecast Contact volume;
 - 1.1.2 the AHT the Authority has determined considering factors such as speed to competency;
 - 1.1.3 the number of Operatives the Contractor will have available to deliver the Services for the next two (2) weeks and therefore the available hours based on Shrinkage provided in paragraph 2 below; and
 - 1.1.4 the available hours intra-day profile in 15-minute intervals.
- 1.2 The Contractor shall ensure that the number of Operatives agreed in the Resource Forecast Plan are engaged in the provision of the Services for the Locked Period.
- 1.3 If the Authority, subsequent to agreeing the Resource Forecast Plan, wishes to adjust the number of Operatives set out in the Resource Forecast Plan, it shall provide as much notice as reasonably possible to the Contractor of such increased or decreased numbers and the Contractor shall use all reasonable endeavours to ramp up or ramp down the number of Operatives in accordance with the Authority’s request.
- 1.4 The Authority accepts that the Contractor shall be entitled to recover the Worked Hour Charge based on the number of Worked Hours delivered by the Operatives, which may for the avoidance of doubt, be more or fewer Worked Hours than those set out in the Resource Forecast Plan due to changes in the number of Operatives implemented pursuant to paragraph 1.3. Where the volume of Contacts is more than the volume on which the Resource Forecast Plan is based, the Authority acknowledges that those Contacts shall be held in a queue until such time as the Contractor is able to service the Contact. Where the volume of Contacts is less than the volume on which the Resource Forecast Plan is based, the Authority acknowledges that the Contractor shall be entitled to recover the relevant Worked Hour Rate multiplied by the number of Worked Hours delivered by the Operatives i.e. the Contractor shall only be entitled to charge for the actual number of Operatives engaged in the provision of the Services.

- 1.5 In addition to paragraph 1.1 above the Authority shall as part of the Weekly Resource Planning Meeting agree with the Contractor an indicative resource plan which, based on the criteria set out in paragraph 1.1 above, details the number of Operatives the Authority considers necessary for each week in the next eight (8) weeks, ("**Medium Term Resource Plan**"). This shall assist the Contractor in forward planning the likely number of Contacts and therefore the number of Operatives likely to be required.

2 Shrinkage

- 2.1 The parties agree that there shall be two types of Shrinkage:

- "**In Building Shrinkage**" which covers such categories as breaks and meetings; and
- "**Out of Building Shrinkage**" which includes holidays, sickness and absence.

- 2.2 The Supplier shall assume an In Building Shrinkage of no more than eleven point two percent (11.2%) and an Out of Building Shrinkage of nineteen point five percent (19.5%).

- 2.3 Any Out of Building Shrinkage exceeding nineteen point five percent (19.5%) when measured at the end of a Locked Period using a rolling Monthly average shall be at the Contractor's risk and cost.