



Contract 1 – Emergency Response Vehicle Repair

Terms and Conditions

Between

The Mayor's Office for Policing and Crime

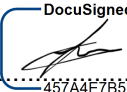
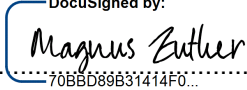
And

Rivus Fleet Solutions Limited

22nd February 2023

Contract Summary	
Supplier Agreement Fixed Terms	
Agreement details:	Provision of Emergency Response Vehicle Repair
Date:	22 nd February 2023
Agreement No:	11400381804
Authority:	The Mayor's Office for Policing and Crime
Authority's address:	City Hall, Kamal Chunchie Way, London, E16 1ZE
Supplier:	Rivus Fleet Solutions Limited
Supplier's address:	2620 Kings Court, The Crescent, Birmingham Business Park, Solihull, B37 7YE
Contract Signature Date	22 nd February 2023
Commencement Date	1st November 2023 (or a date prior to this as mutually agreed by the Parties)
Initial Period:	Seven (7) years
Extension Period:	Three one-year extensions (1+1+1)
Break:	N/A
Termination for convenience period:	6 months
Total Contract Price:	£207 900 000
Background:	A) The Authority wishes to enter into a contract under this Agreement for the provision of Emergency Response Vehicle Repair Services B) The Supplier submitted a tender in response to the ITN on 31st July 2022 C) On the basis of the Supplier's tender, the Authority has selected the Supplier to enter into an agreement to provide the Emergency Response Vehicle Repair Services
Authority Representatives:	Samantha Richardson
Supplier Representatives:	Graeme Lumley

Schedules:	1. Services Description Schedule 2. Authority Responsibilities Schedule 3. Business Continuity and Disaster Recovery Plan Schedule 4. Change Control Procedure Schedule 5. Charges, Payment and Invoicing Schedule 6. Commercially Sensitive Information Schedule 7. Continuous Improvement Schedule 8. Data Protection Schedule 9. Dispute Resolution Procedure Schedule 10. Exit Management Schedule 11. Financial Distress Schedule 12. Governance Schedule 13. Guarantee Schedule 14. Implementation Plan and Testing Schedule 15. Insurance Requirements Schedule 16. IR35 Schedule 17. Key Personnel Schedule 18. Key Sub-contractors Schedule 19. Notices Schedule 20. Performance Regime Schedule 21. Records Provision Schedule 22. Responsible Procurement Schedule 23. Safety Rules for Suppliers and Sub-contractors Schedule 24. Security Schedule 25. Staff Transfer Schedule 26. Standards Schedule 27. Value for Money Schedule 28. Supplier Solution Schedule Additional documents include: Supplier Collaboration Agreement

Executed under hand	IN WITNESS of which this Agreement has been duly executed by the parties.
	SIGNED for and on behalf of The Mayor's Office for Policing and Crime
	DocuSigned by:
	
	Signature.....457A4E7B5DB94F5...
	Sebastien Fivaz
	Name
	Commercial Director - Vehicles
	Position
	February 27, 2023
	Date
	SIGNED for and on behalf of Rivus Fleet Solutions Limited
	DocuSigned by:
	
Signature.....70BBB89B31414F0...	
Magnus Zuther	
Name	
Managing Director	
Position	
Februar 22, 2023	
Date	

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1 Definitions and interpretation

Achieved KPIs	in respect of the supply of the Services in any measurement period, the standard of performance actually achieved by the Supplier in the provision of the Services in the measurement period in question (calculated and expressed in the same way as the KPI for the Services is calculated and expressed in the Performance Regime Schedule)
Agreement	means this Agreement as entered into between the Authority and the Supplier
Agreement Expiry Date	means: (a) the end date of the Initial Period or any Extension Period; or (b) if this Agreement is terminated before the date specified in (a) above, the earlier date of termination of this Agreement
Approval	means the prior written consent of the Authority and Approve and Approved shall be construed accordingly
Applicable Laws	means all applicable laws, statutes, regulations and codes from time to time in force
Authority	means The Mayor's Office for Policing and Crime
Authority Assets	means the Authority Materials, the specially written material, the authority infrastructure and any other data, software, assets, equipment or other property owned by the Authority and which is or may be used in connection with the provision or receipt of the Services
Authorised Representatives	the persons respectively designated as such by the Authority and the Supplier as set out in the Governance Schedule
Authority IPR	Intellectual Property Rights owned by the Authority prior to the Contract Signature Date, Developed IPR and IPR created during the Term consisting of information or data relating to the Deliverables such as identifiers for vehicles, people and Services performed
Authority Materials	all documents, information, items and materials in any form (whether owned by the Authority or a third party), which are provided by the Authority to the Supplier in connection with the Services
Authority Premises	means premises owned, controlled or occupied by the Authority which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them)
Authority Representative	means the person(s) named in the Contract Summary Form
Change	means any change to this Agreement including to any of the Services in accordance with the Change Control Procedure Schedule
Change Control Procedure	as set out in the Change Control Procedure Schedule

Change of Control	means a change of control of the Supplier within the meaning of Section 450 of the Corporation Tax Act 2010
Change Request	shall be a document setting out the proposed Changes and the effect those Changes will have on: (a) the Services; (b) the Charges; (c) the timetable for the Services; and (d) any terms of this Agreement
Charges	means the price (exclusive of any applicable VAT), payable to the Supplier by the Authority under this Agreement, as set out in the Charges, Payment and Invoicing Schedule, for the full and proper performance by the Supplier of its obligations under this Agreement
Commencement Date	means the date on which the Supplier begins delivering the Services described in this Agreement
Commercially Sensitive Information	means the confidential information listed in the Commercially Sensitive Information Schedule (if any) comprising of commercially sensitive information relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss
Contract Signature Date	means the date the Authority and the Supplier signed this Agreement, as stated in the Contract Summary
Contract Summary	means the contract summary form at the beginning of this Agreement
Contract Year	(a) a period of 12 months commencing on the Commencement Date; or (b) thereafter a period of 12 months commencing on each anniversary of the Commencement Date; provided that the final Contract Year shall end on the expiry or termination of the Term
Data Protection Legislation	means all applicable legislation relating to the protection of Personal Data and privacy, including without limitation, the Data Protection Act 2018, the UK GDPR (as defined in sections 3(10) and 205(4) of the Data Protection Act 2018) and any other laws and regulations in force from time to time
Default	means any breach of the obligations of the Supplier or any other default (including Material Default) after the words, act, omission, negligence or statement of the Supplier, of its sub-contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Agreement and in respect of which the Supplier is liable to the Authority
Deliverables	any outputs of the Services and any other documents, products and materials provided by the Supplier to the Authority as specified in the Services Description

	Schedule and any other documents, products and materials provided by the Supplier to the Authority in relation to the Services (excluding the Supplier's Equipment)
Developed IPR	means Intellectual Property Rights created by or on behalf of the Supplier for the Authority and in connection with or for the purpose of this Agreement that exclusively applies for the purpose of performing the Services described in this Agreement and which is identified as Developed IPR
Disaster	an event defined as a disaster in the Business Continuity and Disaster Recovery Plan Schedule
Disaster Recovery Plan	a plan which sets out the procedures to be adopted by the Supplier in the event that Services are affected by reason of a Disaster (including the procedures to be taken by the Supplier in planning and providing for any such event), the Disaster Recovery Plan at the date of this Agreement being set out in Business Continuity and Disaster Recovery Plan Schedule
Disclosure and Barring Service (DBS)	means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the parties to resolve an issue by reference to the Dispute Resolution Procedure
Dispute Resolution Procedure	means the dispute resolution procedure set out in the Dispute Resolution Procedure Schedule of this Agreement
Environmental Information Regulations or EIRs	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
Extension Period	means the extension period stated in the Contract Summary
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation
Force Majeure Event	has the meaning given in clause 34.1 (Force majeure) of this Agreement
Good Industry Practice	means standards, practices, methods and procedures conforming to the Applicable Laws 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

Governance Board	means the governance boards as set out in the Governance Schedule
Guarantor	means an entity who provides a Guarantee (where applicable) in accordance with clause 59 (Guarantee)
Indexation	means the adjustment of a relevant amount agreed by the Authority and calculated by multiplying the relevant amount by: (a) first the Supplier's deflation percentage set out in the Charges, Payment and Invoicing Schedule; and (b) secondly the percentage change in the Consumer Price Index published for the twelve (12) months ended on 31 January immediately preceding the relevant adjustment date
Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000
Initial Period	means the initial term of the Agreement stated in the Contract Summary
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Key Personnel	means any personnel named as key personnel in the Key Personnel Schedule of this Agreement
Key Sub contractor	means a Sub-contractor listed in the Key Sub-contractors Schedule
KPIs	the key performance indicators set out in the Performance Regime Schedule
Liability Year	a period of 12 months commencing on the date of this Agreement or each anniversary thereof provided that for any period falling after the end of the Term the Charges payable in the relevant Liability Year shall be those applicable to the final twelve (12) months of the Term
Licensed Software	means all and any software licensed by or through the Supplier, its Sub-Contractors or any third party to the Authority for the purposes of or pursuant to this Agreement
Management Reports	the reports to be prepared and presented by the Supplier in accordance with clause 30 and clause 48 and the Governance Schedule to include a

	comparison of Achieved KPIs with the Target KPIs in the measurement period in question and measures to be taken to remedy any deficiency in Achieved KPIs
Material	means in relation to a change to a Party's performance of its obligations under this Agreement that results in that Party failing or ceasing to perform its obligations to such an extent that the performance as a whole or that a part of the performance is significantly affected to the detriment of the other Party
Personal Data	as defined in the UK GDPR
Processing	as defined in the UK GDPR
Rectification Plan	means the rectification plan pursuant to the Rectification Plan Process
Rectification Plan Process	means the process set out in clause 31 (Rectification Plan Process)
Regulated Activity Provider	shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006
Related Supply	means any services provided by a third party and used by the Supplier or the Supplier Personnel in the supply of the Services, but such services shall not include the Services themselves
Replacement Services	means any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the Agreement Expiry Date, whether those services are provided by the Authority internally and/or by any third party
Request for Information	means a request for information or an apparent request relating to this Agreement or the provision of the Services or an apparent request for such information under the FOIA or the EIRs
Service Credits	a sum which the Authority is entitled to deduct or invoice for a Service Failure as specified in the Performance Regime Schedule
Service Failure	a shortfall or failure by the Supplier to provide the Services in accordance with any Target KPI, as specified in the Performance Regime Schedule
Service Levels	means any service levels applicable to the provision of the Services under this Agreement specified in the Performance Regime Schedule
Services	means the services to be provided by the Supplier to the Authority as specified in the Services Description Schedule to this Agreement
Services Description	the services description set out in the Services Description Schedule
Sites	means any premises (including the Authority premises, the Supplier's premises or third party premises) from, to or at which the Services are (or are to be) provided or the Supplier manages, organises or otherwise directs the provision or the use of the Services

Specification	as detailed in the Services Description Schedule
Step-in Trigger Event	any event falling within the definition of a Material Default; (a) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (b) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under clause 33 (Step-in rights) is necessary; (c) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or (d) a need by the Authority to take action to discharge a statutory duty.
Sub-contract	any contract or agreement, or proposed contract or agreement, between the Supplier or a Sub-contractor and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services
Sub-contractor	any third party with whom the Supplier or a sub-contractor enters into a Sub-contract
Supplier	means the organisation who will provide the Services as named in the Contract Summary Form
Supplier Background IPR	Intellectual Property Rights owned by the Supplier that: (a) are created in the course of performing the Services excluding Authority IPR; or (b) existed at the Contract Signature Date.
Supplier's Equipment	any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, Sub-contractors or consultants to the Authority and used directly or indirectly in the supply of the Services, including any such items specified in the Services Description Schedule
Supplier Personnel	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement
Supplier Representative	means the person(s) named in the Contract Summary Form
Target KPI	the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in the Performance Regime Schedule
Term	the period of the Initial Period as may be varied by: (a) the Extension Period; or

	(b) the earlier termination of this Agreement in accordance with its terms
Termination Notice	means a written notice of termination given by one party to the other, notifying the party receiving the notice of the intention of the party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination
Termination Payment Default	has the meaning given in clause 50.3 (Termination) of this Agreement
Third Party IPR	Intellectual Property Rights owned by third parties
TUPE	means The Transfer of Undertakings (Protection of Employment) Regulations 2006
Valid Invoice	means an invoice issued by the Supplier to the Authority that complies with this Agreement
Working Days	means any day other than a Saturday or Sunday or public holiday in England and Wales

- 1.1 In this Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in clause 1 above or the relevant clause or Schedule in which that capitalised expression appears.
- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;
 - 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
 - 1.2.3 any reference to the singular shall include the plural and vice versa;
 - 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
 - 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement;
 - 1.2.6 where any party comprises two or more persons, any obligations of that party in, under or arising from this Agreement is undertaken by or binding upon such two or more persons jointly and severally;
 - 1.2.7 references to any party to this Agreement include its successors-in-title and permitted assignees;
 - 1.2.8 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this Agreement or the relevant paragraph of this Agreement respectively;
 - 1.2.9 any reference to **written** or **writing** includes formal letters (sent by email) to the Authority Representative but not email (excluding letters), text or other transitory forms;
 - 1.2.10 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to the English legal term;
 - 1.2.11 references to times of the day are to London time and references to a day are to a period of 24 hours commencing at midnight at the start of the day;

- 1.2.12 any document expressed to be in the agreed form or in the agreed terms means a document in a form Approved by (and for the purposes of identification signed or initialled by or on behalf of) the Authority.

2 Precedence

- 2.1 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of this Agreement, the Schedules and any other documents referred to in or attached to this Agreement, the conflict or inconsistency shall be resolved in accordance with the following order of precedence:
- 2.1.1 first priority, the clauses of this Agreement;
 - 2.1.2 second priority, the Services Description Schedule;
 - 2.1.3 third priority, the other Schedules (excluding any tender submission, the Supplier Solution Schedule or any other document supplied by the Supplier) which all rank equally;
 - 2.1.4 fourth priority, any other Authority document referred to in or attached to this Agreement including the Contract Summary;
 - 2.1.5 fifth priority, the Supplier's tender submission or any other document supplied by the Supplier as set out in the Supplier Solution Schedule.

3 Provision of Services

- 3.1 The Supplier shall provide the Services from (and including) the Commencement Date.
- 3.2 The Supplier shall ensure that the Services comply in all respects with the Services as set out in the Services Description Schedule.
- 3.3 The Supplier shall:
- 3.3.1 perform its obligations under this Agreement, including in relation to the supply of the Services and any associated products supplied by the Supplier in accordance with:
 - (a) the Services Description Schedule
 - (b) all Applicable Law;
 - (c) Good Industry Practice;
 - (d) the Standards (as set out in the Standards Schedule);
 - (e) the Security requirements (as set out in the Security Schedule);
 - (f) all other relevant documents referred to in this Agreement; and
 - (g) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of clauses 3.3.1(a) to 3.3.1(g); and
 - 3.3.2 deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.
- 3.4 In the event that the Supplier becomes aware of any inconsistency between the requirements of clauses 3.3.1(a) to 3.3.1(g), the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

4 Warranties

- 4.1 Each party represents and warrants that:
- 4.1.1 it has full capacity and authority to enter into and to perform this Agreement;
 - 4.1.2 this Agreement is executed by its duly Authorised Representative;
 - 4.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge,

threatened against it (or, in the case of the Supplier, any of its affiliates) that might affect its ability to perform its obligations under this Agreement; and

- 4.1.4 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to following (as applicable) (as the case may be for each party) bankruptcy, reorganisation, insolvency, moratorium or similar Applicable Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).
- 4.2 Each of the representations and warranties set out in clauses 4.1 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Agreement.
- 4.3 If at any time a party becomes aware that a representation or warranty given by it under clause 4.1 has been breached, is untrue or is misleading, it shall immediately notify the other party of the relevant occurrence in sufficient detail to enable the other party to make an accurate assessment of the situation.
- 4.4 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Supplier which constitutes a Material Default.

5 Supplier warranties

- 5.1 The Supplier represents and warrants that:
 - 5.1.1 it is validly incorporated, organised and subsisting in accordance with the Applicable Laws of its place of incorporation;
 - 5.1.2 it has all necessary consents (including, where its procedures so require, the consent of its parent company) and regulatory approvals to enter into this Agreement;
 - 5.1.3 its execution, delivery and performance of its obligations under this Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
 - 5.1.4 as at the Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement;
 - 5.1.5 it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Agreement including the receipt of the Services by the Authority and the grant of any licences to the Authority on terms specified in this Agreement or otherwise agreed by the parties;
 - 5.1.6 it is the sole legal and beneficial owner of the Supplier Background IPR, free from encumbrances;
 - 5.1.7 it has not created, or allowed to be created, any security interest, option, mortgage, charge or lien over the Supplier Background IPR;
 - 5.1.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Authority's confidential information (held in electronic form) owned by or under the control of, or used by, the Authority;

- 5.1.9 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 this Agreement;
- 5.1.10 it is not affected by an insolvency event and 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 Supplier 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 Supplier's assets or revenue; and
- 5.1.11 for the Term and for a period of twelve (12) months after the Agreement Expiry Date, the Supplier shall not employ or offer employment to any staff of the Authority which have been associated with the provision of the Services without Approval or the prior written consent of the Authority, which shall not be unreasonably withheld. However, this clause 5.1.11 shall not preclude the Supplier's rights to (i) make generalised searches for employees by the use of advertisements in the media (including by any recruitment agency), (ii) hire any employee of the Authority who approaches the Supplier on an unsolicited basis; or (iii) solicit for employment or hire any such employee who ceases to be employed by the Authority.

6 Mistakes in information

- 6.1 The Supplier shall be responsible for the accuracy of all drawings, data, documentation and information supplied to the Authority by the Supplier in connection with this Agreement except for any Material discrepancies, errors or omissions that form part of information supplied by the Authority to the Supplier (notwithstanding the Supplier shall as soon as practicable raise with the Authority any perceived discrepancy, error or omission which shall or may compromise such accuracy), and shall pay the Authority any extra costs incurred by the Authority due to any discrepancies, errors or omissions therein.

7 Policies

- 7.1 The Supplier shall abide by the relevant Authority policies from time to time in place. The relevant policies are itemised and attached to the Standards Schedule.
- 7.2 Authority policies may be added or removed from time to time through the Change Control Procedure.
- 7.3 Any Change to add or remove an Authority policy must provide for the Change to take effect on a date that the Parties, working collaboratively and in good faith, agree.

8 Supplier's status

- 8.1 At all times during the Term the Supplier shall be an independent supplier and nothing in the Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the parties and accordingly neither party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as expressly permitted by the terms of the Agreement.

9 Authority's obligations

- 9.1 Save as otherwise expressly provided, the responsibilities of the Authority as set out in the Authority Responsibilities Schedule under this Agreement are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under this Agreement (howsoever arising) on the part of the Authority to the Supplier.

10 Key personnel

- 10.1 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority. The Key Personnel shall be responsible for the delivery of the Services.
- 10.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- 10.3 Any replacements to the Key Personnel shall be subject to the agreement of the Authority. 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.
- 10.4 The Authority shall not unreasonably withhold its agreement under clauses 10.2 or 10.3 and take into account the wishes of personnel to manage and to advance their respective careers. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

11 Confidentiality

- 11.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
 - 11.2.1 to its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - 11.2.2 as may be required by law, a Court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 11.4 Each Party shall notify the other of any information that it considers to be confidential.

12 Provision of information

- 12.1 Without prejudice to any other provisions in this Agreement, the Supplier shall provide such information in relation to the performance of its obligations and compliance with the Applicable Laws required under this Agreement (including information in respect of claims, progress against relevant timescales or milestones and information required by the Authority for the purposes of re-tendering provision of the Services) as the Authority may reasonably request from time to time, such information to be provided in the format and within the timescales reasonably specified by the Authority. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the Authority for re-tendering purposes, shall notify the Authority without delay of any changes to information previously provided to the Authority.

13 Data protection

- 13.1 Both parties acknowledge that in connection with the Processing of Personal Data in relation to the provision of the Services under this Agreement, both parties will comply with the Data Protection Legislation and the terms of the Data Protection Schedule.

14 Intellectual property

- 14.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights in any Developed IPR shall vest in the Authority on creation.
- 14.2 The Authority grants the Supplier a royalty-free, non-exclusive, non-transferable licence to the Supplier to use, load, execute, store, transmit and copy Authority IPR to the extent necessary to allow the Supplier to perform the Services and deliver the Deliverables.
- 14.3 The Supplier grants the Authority a royalty-free, non-exclusive, non-transferable, non-sub-licensable (except to licence one or more replacement service providers for the duration of their appointment and/or third party contractors of the Authority which shall be required to use in performance of the third party's contract with the Authority), perpetual, irrevocable license in the United Kingdom and subject to compliance with its terms to use, load, execute, store, transmit, display, copy, modify, adapt, enhance, translate and sub-licence the Supplier Background IPR to the extent necessary for the Authority (and any sub-licensees) to receive the benefit of the Services and/or Deliverables.
- 14.4 Where any Third Party IPR is or becomes incorporated into any of the Deliverables the Supplier shall:
- 14.4.1 notify the Authority in writing prior to the delivery of the Deliverables, or in any event as soon as reasonably practicable;
 - 14.4.2 maintain a register of all Third Party IPR incorporated into any Deliverables and make this available to the Authority on request; and
 - 14.4.3 unless otherwise agreed in writing, obtain a perpetual, royalty-free, licence for the Authority to use and sub-licence all Third Party IPR included in the Deliverables to the extent necessary for the Authority (and any sub-licensees) to receive the benefit of the Services and/or Deliverables.
- 14.5 The Supplier shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this clause 14.
- 14.6 The Supplier warrants that the receipt, use and onward supply of the Developed IPR, Services, Deliverables, licensed materials and Supplier Background IPRs by the Authority shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 14.7 Subject to clauses 36.4, 36.5 and 36.6, the Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs calculated on a full indemnity basis) arising in the United Kingdom from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the receipt, use and onward supply of the Developed IPR, Services, Deliverables, licensed materials and Supplier Background IPRs.

15 Freedom of information

- 15.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- 15.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
 - 15.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 15.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information;

- 15.1.4 as requested by the Authority and using the Information Commissioner's methodology to do so, redact all necessary information. The Supplier shall provide the Authority with redacted versions within fourteen (14) Working Days of the Commencement Date; and
- 15.1.5 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 15.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 16 Security/Official Secrets Act**
 - 16.1 If and when requested by the Authority, the Supplier shall procure (in respect of the Supplier's Personnel involved in the delivery of the Services) from each person identified by the request, a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies both during the carrying out and after expiry or termination of the Agreement.
- 17 Publicity and communications**
 - 17.1 The Supplier shall not:
 - 17.1.1 make any press announcements or publicise this Agreement in any way; or
 - 17.1.2 use the Authority's name, logo or brand in any promotion or marketing or announcement of orders,
 without the prior written Approval of the Authority.
 - 17.2 Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party (including the Services, equipment, the Supplier system and the Authority system) and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.
- 18 Transparency**
 - 18.1 The Supplier acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011 and gives its consent for the Authority to publish this Agreement when the Authority is required to do so.
 - 18.2 The Authority, at its sole discretion and where applicable by application of a public interest test, may:
 - 18.2.1 publish all or part of the information contained in this Agreement (including information deemed by the Supplier to be confidential) where the Authority are required to publish information in accordance with all Applicable Laws; and
 - 18.2.2 redact all or part of the information contained within this Agreement prior to its publication. In doing so the Authority will take account of the FOIA requirements.
 - 18.3 The Authority may consult with the Supplier regarding any redactions to this Agreement to be published pursuant to this clause. The final decision regarding publication and/or redaction of the information contained within this Agreement shall be that of the Authority.
 - 18.4 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

19 Access to Authority's premises

- 19.1 The Authority shall, subject to the provisions of the licence set out in clause 20, provide the Supplier (and its Sub-contractors) with access to such parts of the Authority Premises as the Supplier reasonably requires for the purposes only of providing the Services. The Supplier's right of access will terminate upon termination of this Agreement, subject to clause 19.3.
- 19.2 The Authority shall provide the Supplier with such accommodation and facilities in the Authority Premises as is specified in the Authority Responsibilities Schedule or which is otherwise agreed by the parties from time to time.
- 19.3 Subject to the requirements of the Exit Management Schedule, in the event of the expiry or termination of this Agreement, the Authority shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Authority Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.
- 19.4 The Supplier shall ensure that:
- 19.4.1 where using the Authority Premises and any Authority Materials they are kept properly secure and it will comply and cooperate with the Authority's security requirements from time to time regarding the security of the same;
 - 19.4.2 only those of the Supplier Personnel that are duly authorised to enter upon the Authority Premises for the purposes of providing the Services, do so;
 - 19.4.3 any Authority Materials used by the Supplier are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Authority Premises unless expressly permitted under this Agreement or by the Authority's Authorised Representative; and
 - 19.4.4 any Authority Materials are used with all reasonable care and skill and in accordance with any manufacturer guidelines or instructions.
- 19.5 The Authority shall maintain and repair the Authority Materials, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier or its representatives (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 19.6 The Supplier shall notify the Authority immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Sub-contractors to any property of the Authority, to any of the Authority Premises or to any property of any other recipient of the Services in the course of providing the Services.

20 Licence to occupy Authority premises

- 20.1 Any Authority Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Agreement. The Supplier shall have the use of such Authority Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Agreement in accordance with the Exit Management Schedule.
- 20.2 The Supplier shall limit access to the Authority Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Agreement and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Authority Premises as the Authority may reasonably request.
- 20.3 Should the Supplier require modifications to the Authority Premises, such modifications shall be subject to Approval and shall be carried out by the Authority at the Supplier's expense. The Authority shall undertake any modification work which it approves pursuant to this clause 20.3 without undue delay. Ownership of such modifications shall rest with the Authority.
- 20.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Authority Premises and conduct of personnel at the Authority Premises as determined by the Authority, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings,

plant, fixed equipment or fittings therein. The parties agree that there is no intention on the part of the Authority to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Agreement, the Authority retains the right at any time to use any Authority Premises in any manner it sees fit.

21 Security of Authority premises

- 21.1 The Authority shall be responsible for maintaining the security of the Authority Premises in accordance with the Security Schedule. The Supplier shall comply with the Security Schedule, and any other reasonable security requirements of the Authority while on the Authority Premises.
- 21.2 The Authority shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

22 Supplier's records

- 22.1 The Supplier shall keep and maintain the records set out in the Records Schedule until six (6) years after the end of the Term, or as long a period as may be agreed between the parties.
- 22.2 The Supplier shall allow the Authority (or its professional advisers) to access the Supplier's premises, personnel, systems and relevant records to verify that the Charges and any other sums charged to the Authority under this Agreement are accurate.
- 22.3 Subject to the Authority's obligations of confidentiality at clause 11 (Confidentiality), the Supplier shall provide the Authority (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 22.4 The Authority shall provide reasonable notice of its intention to conduct an audit and any audit shall be conducted on a Working Day.
- 22.5 The Authority and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

23 Health and safety

- 23.1 The Supplier shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
 - 23.1.1 all Applicable Laws regarding health and safety; and
 - 23.1.2 the Authority's health and safety policy (as provided to the Supplier from time to time) whilst at the Authority Premises.
- 23.2 Each party shall promptly notify the other as soon as possible of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement.
- 23.3 While on the Authority Premises, the Supplier shall comply with any health and safety measures implemented by the Authority in respect of Supplier Personnel and other persons working there and any instructions from the Authority on any necessary associated safety measures.

24 Equality

- 24.1 The Supplier shall:
 - 24.1.1 perform its obligations under this Agreement (including those in relation to provision of the Services) in accordance with:
 - (a) all Applicable Laws (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

- (b) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under Applicable Laws;

24.1.2 take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

25 Responsible procurement

25.1 The Supplier shall comply with the provision of this Agreement and the Responsible Procurement Schedule (where applicable) in respect to all ethical matters arising from this Agreement.

26 Environmental requirements

26.1 The Supplier shall, when working on the Sites, perform its obligations under this Agreement in accordance with the Environmental Policy of the Authority.

26.2 The Authority shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

27 Corruption and fraud

27.1 The Supplier shall:

27.1.1 comply with all Applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (the **Relevant Requirements**);

27.1.2 not commit to any Prohibited Act or engage in any activity, practice or conduct that would constitute a Prohibited Act by it, or the Authority if such activity, practice or conduct had been carried out in the United Kingdom;

27.1.3 devise, implement and enforce throughout the Term its own written policies and procedures, including adequate procedures under the Bribery Act 2010, in order to ensure compliance by:

(a) the Supplier;

(b) the Supplier Personnel; and

(c) any other associated persons of the Supplier,

with the Relevant Requirements as set out in this clause, and the Supplier shall produce to the Authority copies of such written policies and procedures within 5 Working Days of signature of this Agreement and at any time upon request by the Authority;

27.1.4 promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;

27.1.5 immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;

27.1.6 within two (2) months of the Commencement Date, and annually thereafter, certify to the Authority in writing signed by an officer of the Supplier, compliance with this clause 27.1 by the Supplier and all persons associated with it under clause 27.2. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

27.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 27 (the **Relevant Terms**), the Supplier shall be responsible for the

observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Authority for any breach of the Relevant Terms, and shall be directly liable to the Authority for any breach by such persons of any of the Relevant Terms.

27.3 If the Supplier (including any member of the Supplier's Personnel, Sub-contractor, third party or agent, in all cases whether or not acting in the Supplier's knowledge) engages in conduct prohibited by this clause 27 or commits any offence under the Bribery Act 2010, the Authority may:

27.3.1 terminate this Agreement with immediate effect and recover from the Supplier 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 Term; or

27.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of the conditions set out in this clause.

27.4 For the purposes of this clause 27:

27.4.1 the meaning of **adequate procedures** and **foreign public official** and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively;

27.4.2 a person associated with the Supplier includes but is not limited to any Sub-contractor or third party of the Supplier; and

27.4.3 **Prohibited Act** means any of the following:

- (a) offering, giving or agreeing to give to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward;
- (b) for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement, or any other agreement with the Authority or any other public body; or
- (c) for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such agreement;
- (d) paying commission or agreeing to pay any commission to the Authority or any other public body or any person employed by or on behalf of the Authority, or any other public body in connection with this Agreement, or any other agreement with the Authority, or any other public body or person employed by or on behalf of the Authority, or any other public body; or
- (e) committing any offence:
 - (i) under the Bribery Act 2010; or
 - (ii) under any Applicable Laws creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts,
 in relation to this Agreement, or any other agreement with the Authority, or any other public body or person employed by or on behalf of the Authority, or any other public body.

27.5 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by Supplier Personnel and the Supplier (including its shareholders, members, directors) in connection with the receipt of monies from the Authority.

27.6 The Supplier shall notify the Authority immediately if it has reason to suspect that any fraud in relation to any agreements with the Authority has occurred or is occurring or is likely to occur.

27.7 If the Supplier or Supplier Personnel commits fraud in relation to this Agreement or any contract with the Authority, the Authority may:

- 27.7.1 terminate the Agreement and recover from the Supplier 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 Term; or
- 27.7.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28 Implementation plan and testing

Where applicable the Supplier shall comply with the requirements set out in the Implementation Plan and Testing Schedule.

29 Service credits

If the Supplier commits a Service Failure, the Authority shall be entitled to either submit an invoice to the Supplier or make deductions from the Charges corresponding to the Service Credits set out in the Performance Regime Schedule.

30 KPIs

- 30.1 Where any Service is stated in the Performance Regime Schedule to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI as set out in the Performance Regime Schedule.
- 30.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined and included within the Performance Regime Schedule.
- 30.3 The Supplier shall provide records of and Management Reports summarising the Achieved KPIs and its performance against KPIs and any Service Levels.
- 30.4 In the event that any Achieved KPI falls short of the relevant Target KPI, without prejudice to any other rights the Authority may have, the provisions of clause 31 shall apply.

31 Rectification plan process

- 31.1 Where the Authority has instructed the Supplier to comply with the Rectification Plan Process pursuant to this clause 31:
 - 31.1.1 the Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the parties) from the date of the Authority's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Authority's request for a draft Rectification Plan;
 - 31.1.2 the draft Rectification Plan shall set out:
 - (a) full details of the Default that has occurred, including a root cause analysis;
 - (b) the actual or anticipated effect of the Default; and
 - (c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).
- 31.2 The Supplier shall promptly provide to the Authority any further documentation that the Authority requires to assess the Supplier's root cause analysis. If the parties do not agree on the root cause set out in the draft Rectification Plan, either party may refer the matter to be determined by an expert in accordance with the Dispute Resolution Procedure.
- 31.3 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:
 - 31.3.1 is insufficiently detailed to be capable of proper evaluation;

- 31.3.2 will take too long to complete;
 - 31.3.3 will not prevent recurrence of the Default; and/or
 - 31.3.4 will rectify the Default but in a manner which is unacceptable to the Authority.
- 31.4 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed between the parties) of the Authority's notice rejecting the first draft.
- 31.5 If the Authority consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.
- 31.6 If the:
- 31.6.1 Supplier fails to submit a Rectification Plan in accordance with 31.1.1 or 31.4; or
 - 31.6.2 Authority continues to reasonably withhold consent in accordance with clause 31.5 following a resubmission of the Rectification Plan by the Supplier in accordance with 31.4; or
 - 31.6.3 Supplier fails to comply with the provisions of this clause 31;
- the Supplier shall be in Default and the provisions of clause 50 (Termination) shall apply.

32 Remedies

- 32.1 Without prejudice to any other right or remedy of the Authority howsoever arising, if the Supplier commits any Default of this Agreement then the Authority may (whether or not any part of the Services have been delivered) do any of the following:
- 32.1.1 at the Authority's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (and where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Agreement are fulfilled, in accordance with the Authority's instructions;
 - 32.1.2 carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Agreement;
 - 32.1.3 if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults, whether of the same or different obligations and regardless of whether such Defaults are remedied (which taken together constitute a material Default):
 - (a) instruct the Supplier to comply with the Rectification Plan Process;
 - (b) suspend this Agreement and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;
 - (c) without terminating or suspending the whole of this Agreement, terminate or suspend this Agreement in respect of part of the provision of the Services only and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services in accordance with clause 33.
- 32.2 Where the Authority exercises any of its step-in rights under clauses 32.1.3(a) or 32.1.3(c), the Authority shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Authority (including any reasonable administration costs) in respect of the supply of any part of the Services by the Authority or a third party and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

33 Step-in rights

- 33.1 On the occurrence of a Step-In Trigger Event, the Authority may serve prior written notice on the Supplier (a **Step-In Notice**) that it will be taking action under this clause 33 (Step-in rights), either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to clause 11 (Confidentiality)). The Step-In Notice shall set out the following:
- 33.1.1 the action the Authority wishes to take and in particular the Services that it wishes to control (the **Required Action**);
 - 33.1.2 the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier's Material Default;
 - 33.1.3 the date on which it wishes to commence the Required Action;
 - 33.1.4 the time period which it believes will be necessary for the Required Action;
 - 33.1.5 whether the Authority will require access to the Supplier's premises and/or the Sites; and
 - 33.1.6 to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier's obligations to provide the Services during the period that the Required Action is being taken.
- 33.2 Following service of a Step-In Notice, the Authority shall:
- 33.2.1 take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to Achieve the Required Action;
 - 33.2.2 keep records of the Required Action taken and provide information about the Required Action to the Supplier;
 - 33.2.3 co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Authority is not assuming control; and
 - 33.2.4 act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Authority's rights under this clause 33.
- 33.3 For so long as and to the extent that the Required Action is continuing, then:
- 33.3.1 the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;
 - 33.3.2 no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of clause 33.4 shall apply to Deductions from Charges in respect of other Services; and
 - 33.3.3 the Authority shall pay to the Supplier the Charges after subtracting any applicable Deductions and the Authority's costs of taking the Required Action.
- 33.4 If the Supplier demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:
- 33.4.1 the degradation of any Services not subject to the Required Action; or
 - 33.4.2 the non-Achievement of a milestone,
- beyond that which would have been the case had the Authority not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.
- 33.5 Before ceasing to exercise its step in rights under this clause 33 the Authority shall deliver a written notice to the Supplier (a **Step-Out Notice**), specifying:
- 33.5.1 the Required Action it has actually taken; and
 - 33.5.2 the date on which the Authority plans to end the Required Action (the **Step-Out Date**) subject to the Authority being satisfied with the Supplier's ability to resume

the provision of the Services and the Supplier's plan developed in accordance with clause 33.6.

- 33.6 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a **Step-Out Plan**) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.
- 33.7 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then within five (5) Working Days revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.
- 33.8 Under no circumstances can the Supplier refuse to:
- 33.8.1 exercise any Step-Out Plan or
 - 33.8.2 co-operate with any Step-In or Step-Out activity required by the Authority.
- 33.9 The Supplier shall bear its own costs in connection with any step-in by the Authority under this clause 33, provided that the Authority shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:
- 33.9.1 limbs (b) or (c) of the definition of a Step-In Trigger Event; or
 - 33.9.2 limbs (d) or (e) of the definition of a Step-In Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Supplier's Material Default)
- provided that the Supplier provides evidence that demonstrates to the reasonable satisfaction of the Authority that those costs are reasonable and have been incurred directly as a result of the step-in action taken by the Authority.
- 33.10 The Supplier shall provide the Authority with such assistance as the Authority may reasonably require in relation to any step-in action initiated by the Authority pursuant to a third party including without limitation managing the process and timescales by which any third party entity appointed to step-in exercises its obligations and, if requested, shall:
- 33.10.1 exercise the Authority's step-in rights under a third party agreement on behalf of the Authority;
 - 33.10.2 accept an appointment by the Authority to step-in to and provide the services under the applicable third party agreement
- 33.11 If the Supplier is appointed by the Authority to step-in and provide the services under a third party agreement in accordance with clause 33.10.1, the Parties shall agree any Changes to this Agreement necessitated by the step-in in accordance with the Change Control Procedure

34 Force majeure

- 34.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- 34.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 34.1.2 epidemic or pandemic;
 - 34.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 34.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 34.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
 - 34.1.6 collapse of buildings, fire, explosion or accident;

- 34.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- 34.1.8 non-performance by suppliers or Sub-contractors (other than by companies in the same group as the party seeking to rely on this clause); and
- 34.1.9 interruption or failure of utility service.
- 34.2 Provided it has complied with clause 34.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 34.3 The corresponding obligations of the other party will be suspended, and the time for performance of those obligations will be extended, to the same extent as those of the Affected Party.
- 34.4 The Affected Party shall:
 - 34.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than five (5) Working Days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - 34.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 34.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving four (4) weeks' written notice to the Affected Party.
- 34.6 The costs of termination incurred by the parties shall lie where they fall if either Party terminates or partially terminates this Agreement for a continuing Force Majeure Event.

35 Disaster recovery

- 35.1 The Supplier shall comply at all times with the relevant provisions of the Business Continuity and Disaster Recovery Plan Schedule.
- 35.2 Following the declaration of a Disaster in respect of any of the Services, the Supplier shall:
 - 35.2.1 implement the Disaster Recovery Plan;
 - 35.2.2 continue to provide the affected Services to the Authority in accordance with the Disaster Recovery Plan; and
 - 35.2.3 restore the affected Services to normal within the period laid out in the Disaster Recovery Plan.
- 35.3 To the extent that the Supplier complies fully with the provisions of this clause 35 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this Agreement on the part of the Supplier), the KPIs to which the affected Services are to be provided during the continuation of the Disaster shall not be the KPIs as referred to in clause 30 but shall be the KPIs set out in the Disaster Recovery Plan or (if none) the best service levels which are reasonably achievable in the circumstances.

36 Liabilities

- 36.1 Neither party excludes or limits liability to the other party for:
 - 36.1.1 death or personal injury caused by its negligence; or
 - 36.1.2 fraud; or
 - 36.1.3 fraudulent misrepresentation; or

- 36.1.4 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - 36.1.5 (in the case of the Supplier only) any liability arising under clause 27 (Corruption and fraud); or
 - 36.1.6 any obligation to pay the Charges.
- 36.2 Subject to clauses 36.4, 36.5 and 36.6, the Supplier shall indemnify and keep indemnified the Authority from and against any loss, damages, liabilities, claims, demands, proceedings, actions, costs, or expenses suffered by the Authority and legal fees and costs incurred by the Authority resulting from:
- 36.2.1 any act, neglect or Material Default of the Supplier or the Supplier's Personnel;
 - 36.2.2 any breaches in respect of any matter arising from the performance of the Services resulting in any successful claim by any third party; and
 - 36.2.3 any failure for any reason by the Supplier to perform the Services in accordance with this Agreement which results in the Authority making alternative provision for the Services.
- 36.3 Subject always to clause 36.1, in any Liability Year the aggregate liability of either party for Defaults howsoever arising, whether in contract, tort (including negligence) or otherwise shall be subject to the following limits:
- 36.3.1 the liability of either party for Default resulting in loss of or damage to the tangible property of the other party shall not exceed in aggregate for each Liability Year: a sum equal to the lower of ten million pounds (£10,000,000); or two hundred per cent (200%) of the Charges paid in the relevant Liability Year;
 - 36.3.2 those indemnities found at clause 14.7 (IPR infringement claims), clause 45 (VAT) and paragraph 7 of the IR35 Schedule shall be unlimited;
 - 36.3.3 the aggregate liability under the Agreement of either party for any and all Defaults (other than a Default covered by clause 36.3.1 and 36.3.2) shall not exceed one hundred per cent (100%) of the Charges paid during the Liability Year that the Defaults arises in.
- 36.4 Subject to the provisions of clause 36.1, neither party will have any liability in connection with this Agreement (whether based in contract, tort (including, without limitation, negligence), misrepresentation, warranty statute, statutory instrument or other subordinate legislation or any other legal or equitable grounds) for and each party waives and releases any claims it might otherwise have to be compensated by the other in connection with this Agreement or otherwise arising out of it for:
- 36.4.1 any damages for the following direct losses: loss of revenue, loss of profit, loss of goodwill, loss of savings, loss or damage to reputation, ex gratia payments or any other liability voluntarily assumed, wasted expenditure including pre-contract expenditure, even if such first party has been advised of the possibility of such losses or damages; and
 - 36.4.2 any consequential, collateral, incidental or indirect loss or damage of any nature or pure economic loss (such as, without limitation in respect of any such loss or damage: loss of revenue, loss of profit, loss of goodwill, loss of savings or claims of third parties, loss or damage to reputation, ex-gratia payments or any other liability voluntarily assumed, wasted expenditure including pre-contract expenditure), even if such first party has been advised of the possibility of such losses or damages.
- 36.5 For any claim under any indemnity contained in this Agreement, the indemnified Party will take all reasonable steps in mitigation of its claim that would be required of it as if it did not have the benefit of the applicable indemnity.
- 36.6 Any claim under any indemnity contained in this Agreement is conditional on the indemnified Party discharging the obligations set out in clause 36.7.

- 36.7 If any third party makes a claim, or notifies an intention to make a claim, against the indemnified Party which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), the indemnified Party shall:
- 36.7.1 as soon as reasonably practicable, give written notice of the Claim to the indemnifying Party, specifying the nature of the Claim in reasonable detail;
 - 36.7.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying Party (such consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified Party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying Party, but without obtaining the indemnifying Party's consent) if the indemnified Party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
 - 36.7.3 subject to clause 11 (Confidentiality), the Data Protection Schedule and any other confidentiality clause in this agreement, make available to the indemnifying Party and its professional advisers, at reasonable times and on reasonable prior notice, any relevant assets (including vehicles) and personnel as reasonably requested with the sole purpose of enabling the indemnifying Party and its professional advisers to examine them and to take copies (at the indemnifying Party's expense) for the sole purpose of assessing, defending and/or settling the Claim.
- 36.8 During the term of this Agreement the Supplier shall maintain the Required Insurance as set out in the Insurance Requirements Schedule.

37 Assignment

- 37.1 The Supplier shall not assign, Sub-contract or in any other way dispose of this Agreement or any part of it without prior written consent of the Authority.
- 37.2 Sub-contracting any part of this Agreement shall not relieve the Supplier of any of its obligations or duties under this Agreement.
- 37.3 The Supplier shall only Sub-contract its obligations under this Agreement to a Key Sub-contractor in accordance with the Key Sub-contractors Schedule or, where there is a requirement for an additional Key Sub-contractor, with the prior written consent of the Authority in accordance with the following provisions of this clause.
- 37.4 Without prejudice to the generality of clause 37.3, the Authority in its absolute and sole discretion may withhold or delay its consent to an additional Key Sub-contractor where it considers that:
- 37.4.1 the appointment of a proposed Key Sub-contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority;
 - 37.4.2 the proposed Key Sub-contractor is considered to be unreliable and/or has not provided reasonable services to its other customers; and/or
 - 37.4.3 the proposed Key Sub-contractor employs unfit persons.
- 37.5 In making a request pursuant to clause 37.5 the Supplier shall provide the Authority with the following information about the proposed Key Sub-contractor:
- 37.5.1 its name, registered office and company registration number;
 - 37.5.2 a copy of the proposed Sub-contract;
 - 37.5.3 the purposes for which the proposed Key Sub-contractor will be employed, including the scope of any Services to be provided by the proposed Key Sub-contractor;
 - 37.5.4 if relevant, confirmation that the Sub-contract requires the proposed Key Sub-contractor to comply with any relevant service levels;

- 37.5.5 where the proposed Key Sub-contractor is also an affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on arm's-length terms;
- 37.5.6 an evaluation of the Key Sub-contractor's financial stability;
- 37.5.7 all information reasonably required by the Authority to determine whether the performance by the Key Sub-contractor of the sub-contracted Services will comply with the service standards and security requirements of this Agreement; and
- 37.5.8 any further information reasonably requested by the Authority.
- 37.6 The Supplier shall ensure, except where the Authority has given its prior written consent that each material Sub-contract shall include:
 - 37.6.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce the terms of that Sub-contract as if it were the Supplier;
 - 37.6.2 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the sub-contract to the Authority;
 - 37.6.3 a provision requiring the Sub-contractor to enter into a direct confidentiality agreement with the Authority on the same terms as set out in clause 11 (Confidentiality) of this Agreement;
 - 37.6.4 a provision requiring the Sub-contractor to comply with protection of data requirements pursuant to the Data Protection Schedule to this Agreement;
 - 37.6.5 a provision requiring the Sub-contractor to comply with the prevention of corruption obligations pursuant to clause 27 (Corruption and fraud) of this Agreement;
 - 37.6.6 a provision restricting the ability of the Sub-contractor to further Sub-contract elements of the service provided to the Supplier without first seeking the consent of the Authority; and
 - 37.6.7 payment terms as set out in clause 44 (Charges and payment) of this Agreement.
- 37.7 The Supplier shall not terminate or materially amend the terms of any Approved Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.
- 37.8 The Authority may require the Supplier to terminate any Approved Sub-contract where the acts or omissions of the relevant Approved Sub-contractor have given rise to the Authority's right of termination under this Agreement.
- 37.9 The Authority may require the Supplier to terminate the relevant Approved Sub-contract if there is Change of Control of an Approved Key Sub-contractor.
- 37.10 If the Authority is able to obtain from any Sub-contractor or any other third party more favourable commercial terms with respect to the supply of any Related Supply, then the Authority may:
 - 37.10.1 require the Supplier to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Authority in respect of the relevant Related Supply; or
 - 37.10.2 subject to clause 37.12, enter into a direct agreement with that Sub-contractor or third party in respect of the relevant Related Supply.
- 37.11 If the Authority exercises either of its options pursuant to clause 37.10, then the Charges shall be reduced by an amount that is agreed in accordance with the relevant process for varying the Agreement.
- 37.12 The Authority's right to enter into a direct agreement for the supply of the relevant Related Supply is subject to:
 - 37.12.1 the Authority making the relevant Related Supply available to the Supplier where this is necessary for the Supplier to provide the Services; and

- 37.12.2 any reduction in the Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted Related Supply, including in respect of any licence fees or early termination charges.
- 37.13 Despite the Supplier's right to Sub-contract pursuant to this clause 37, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.
- 37.14 The Authority may at any time assign, mortgage, charge, Sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice of such dealing to the Supplier.
- 38 Continuous improvement**
- 38.1 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services in accordance with the Continuous Improvement Schedule.
- 38.2 Any potential changes highlighted as a result of the Supplier's reporting in accordance with clause 38.1 shall be addressed by the parties using the Change Control Procedure.
- 39 Value for money**
- 39.1 Notwithstanding the Supplier's obligations under clause 38 (Continuous Improvement), the Authority shall be entitled to regularly benchmark the Charges and level of performance by the Supplier of the supply of the Services, against other suppliers providing services substantially the same as the Services during the Term in accordance with the Value for Money Schedule.
- 40 Financial distress**
- 40.1 The Supplier shall comply with the requirements of the Financial Distress Schedule.
- 41 Contract change**
- 41.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Request has been signed by both parties.
- 41.2 If the Authority wishes to make a change to the Services:
- 41.2.1 it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Request; and
- 41.2.2 the Supplier shall, within five (5) Working Days of receiving the Authority's request at clause 41.2.1, provide a draft Change Request to the Authority.
- 41.3 If the Supplier wishes to make a change to the Services, it shall provide a draft Change Request to the Authority.
- 41.4 If the Supplier submits a draft Change Request in order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope of, or charges for the Services, the Authority shall not unreasonably withhold or delay consent to it.
- 41.5 If the parties:
- 41.5.1 agree to a Change Request, they shall sign it and that Change Request shall amend this Agreement; or
- 41.5.2 are unable to agree a Change Request, either party may require the disagreement to be dealt with in accordance with clause 57 (Dispute resolution) of this Agreement.
- 41.6 The Supplier shall only be entitled to charge for the time it spends on preparing and negotiating Change Requests which originate from the Authority in accordance with clause 41.2. The Supplier shall charge for its time so spent on a time and materials basis at the Supplier's daily rates specified in the Charges, Payment and Invoicing Schedule.

42 Change of control of Supplier

- 42.1 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Agreement with immediate effect by giving notice in writing within six (6) months of:
- 42.1.1 being notified that a Change of Control has occurred; or
 - 42.1.2 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 in writing was granted prior to the Change of Control.
- 42.2 Termination in accordance with clause 42.1 shall take effect as a termination made in accordance with clause 53 (Termination without cause).

43 Change in law

- 43.1 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with this Agreement nor be entitled to an increase in the Charges as a result of any change in Applicable Laws without a Change.

44 Charges and payment

- 44.1 In consideration of the Supplier carrying out its obligations under this Agreement, including the provision of the Services, the Authority shall pay the undisputed Charges in accordance with the Charges, Payment and Invoicing Schedule.
- 44.2 The Authority shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 44.3 For the purposes of clause 44.2, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

45 VAT

- 45.1 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a Valid Invoice.
- 45.2 Subject to clauses 36.4, 36.5 and 36.6 the Supplier 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 (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under this clause 45 (VAT) shall be paid in cleared funds by the Supplier 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.

46 Recovery of sums due

- 46.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under this Agreement or under any other agreement or contract with the Authority.
- 46.2 Any overpayment by either party, whether of the Charges 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.
- 46.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.

- 46.4 Unless otherwise specified in this Agreement, any sum payable by the Supplier to the Authority under this Agreement or by either party to the other under clause 46.2 shall be paid in cleared funds, within thirty (30) Working Days of a demand for the same being notified by the recipient party to the paying party, to such bank or building society account as the recipient party may from time to time direct.

47 Audit

- 47.1 The Supplier shall keep and maintain until two (2) years after the end of the Term, or as long a period as may be agreed between the parties, full and accurate records of the Agreement including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority.
- 47.2 During the Term and for a period of two (2) years after the Termination Date, the Authority (acting by itself or through its Authorised Representatives) may conduct an audit of the Supplier, including for the following purposes:
- 47.2.1 to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Agreement) and/or the costs of all suppliers (including Sub-contractors) of the Services;
 - 47.2.2 to review the integrity, confidentiality and security of any data relating to the Authority or any Authority personnel;
 - 47.2.3 to review the Supplier's compliance with this Agreement with the Data Protection Legislation, the FOIA, in accordance with the Freedom of Information clause and the Data Protection clause and any other legislation applicable to the Services under this Agreement;
 - 47.2.4 to review any records created during the provision of the Services;
 - 47.2.5 to review any books of account kept by the Supplier in connection with the provision of the Services;
 - 47.2.6 to carry out the audit and certification of the Authority's accounts;
 - 47.2.7 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;
 - 47.2.8 to verify that all Supplier's Personnel who are deployed to the Services are appropriately vetted;
 - 47.2.9 to ensure that the number of Supplier Personnel vetted for the purpose of providing the Services in accordance with this Agreement correlate with the number of Supplier's Personnel engaged in the provision of the Services.
- 47.3 Except where an audit is imposed on the Authority by a regulatory body, the Authority may not conduct an audit under this clause 47 more than twice in any calendar year in addition to any audit imposed on the Authority by a regulatory body.
- 47.4 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 47.5 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or Authorised Representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 47.5.1 all information requested by the above persons within the permitted scope of the audit;
 - 47.5.2 reasonable access to any Sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - 47.5.3 access to the Supplier's Personnel.

- 47.6 The Authority shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' written notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 47.7 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 47, unless the audit identifies a material failure to perform its obligations under this Agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 47.8 If an audit identifies that the Supplier has failed to perform its obligations under this Agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information.

48 Reporting and meetings

- 48.1 The Supplier shall provide the Management Reports in the form and at the intervals set out in the Governance and/or the Records Provision Schedule.
- 48.2 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in the Governance Schedule and the Supplier shall, at each meeting, present its previously circulated Management Reports in the format set out in that Schedule.

49 Monitoring

- 49.1 The Authority may monitor the performance of the Services by the Supplier.
- 49.2 The Supplier shall co-operate, and shall procure that its Sub-contractors co-operate, with the Authority in carrying out the monitoring referred to in clause 49.1 at no additional charge to the Authority.

50 Termination

- 50.1 Termination for breach
- 50.1.1 The Authority may terminate this Agreement (in whole or in part) with immediate effect by issuing a Termination Notice to the Supplier if the Supplier commits a Material Default and:
- (a) the Supplier has not remedied the Material Default to the reasonable satisfaction of the Authority within ten (10) Working Days or (if remedy is not achievable within ten Working Days) where the Supplier has not notified and agreed with the Authority within ten (10) Working Days the actions the Supplier will take to rectify the Default, after issue of a Termination Notice; or
 - (b) the Material Default is not, in the reasonable opinion of the Authority, capable of remedy; or
 - (c) the Material Default, in the reasonable opinion of the Authority, is a material breach of the Agreement; or
 - (d) the Material Default relates to a failure to meet and/or rectify performance in respect of particular service levels or key performance indicators and the failure in question is of a severity that permits the Authority by reference to other provisions in this Agreement (where in a Schedule or otherwise) to terminate this Agreement.
- 50.2 If this Agreement is terminated by the Authority in accordance with clause 50.1.1, or clause 27 (Corruption and Fraud) such termination shall be at no loss or cost to the Authority and the Supplier indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.
- 50.3 In the event that at any time undisputed Charges have been overdue for payment for a period of ninety (90) days or more, the Authority will have committed a Termination Payment Default.

- 50.4 The Supplier may terminate this Agreement in the event that the Authority commits a Termination Payment Default by giving sixty (60) days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the sixty (60) day notice period, the Supplier's written notice to terminate this Agreement shall be deemed to have been withdrawn.

51 Termination for breach of the Public Contracts Regulations 2015

- 51.1 The Authority may terminate this Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisions contained in Regulation 73 (1)(a) to (c) of the Public Contracts Regulations 2015. The costs incurred by the parties shall lie where they fall if the Authority terminates under this clause 51.

52 Recovery on termination

- 52.1 On the termination of this Agreement for any reason, the Supplier shall:
- 52.1.1 immediately return to the Authority all information and documentation belonging to the Authority;
 - 52.1.2 assist and co-operate with the Authority with any re-tender;
 - 52.1.3 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority; and
 - 52.1.4 where applicable comply with the Exit Management Schedule.
- 52.2 In any provision in this Agreement where a Party may suffer termination of all or part of its obligations under this Agreement as a consequence of a Default or breach of contract, such Default or breach of contract must in each case be a Material Default or a Material breach of contract as the case may be.

53 Termination without cause

- 53.1 The Authority shall have the right to terminate this Agreement at any time for any reason by giving the Supplier no less than six (6) month's prior written notice

54 Consequences of termination

- 54.1 On termination or expiry of this Agreement:
- 54.1.1 the Supplier shall immediately deliver to the Authority all Deliverables whether or not then complete and return all of the Authority Materials and the Authority's Assets. If the Supplier fails to do so, then the Authority may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for the safe keeping of all Deliverables, Authority Materials and Authority's Assets in its possession and will not use them for any purpose not connected with this Agreement;
 - 54.1.2 the Supplier shall, if requested by the Authority, provide all assistance reasonably required by the Authority to facilitate the smooth transition of the Services to the Authority or any replacement supplier appointed by it including the assistance as set out in the Exit Management Schedule; and
 - 54.1.3 the following clauses shall continue in force: Definitions and interpretation; Precedence; Severability; Waiver; Confidentiality; Audit; Dispute resolution, Governing law; Jurisdiction; Consequences of termination; TUPE; Limitation of liability; Intellectual property and Financial Distress.
- 54.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the Agreement Expiry Date, including the right to claim damages in respect of any breach of the Agreement which existed at or before the Agreement Expiry Date.

55 Termination costs

- 55.1 Where:

55.1.1 the Authority terminates (in whole or in part) this Agreement under clause 53 (Termination Without Cause); or

55.1.2 The Supplier terminates this Agreement under clause 50 (Termination),

then subject to clauses 36.4, 36.5 and 36.6 the Authority shall indemnify the Supplier against any reasonable and proven (evidenced as being true and existing whether in court or generally) losses which would otherwise represent an unavoidable loss by the Supplier as a direct result of the termination of this Agreement, subject to the Supplier taking all reasonable steps to mitigate such losses. The Supplier must provide supporting evidence including any further evidence as requested by the Authority, of all losses reasonably and actually incurred by the Supplier as a result of termination under clause 53.

55.2 The Authority shall not be liable under clause 55.1 to pay any sum which:

55.2.1 as claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

55.2.2 when added to any sums paid or due to the Supplier under this Agreement, exceeds the total sum which would have been payable to the Supplier if this Agreement had not been terminated.

56 Remedies cumulative

56.1 Except as otherwise expressly provided by this Agreement, all rights and remedies available to either party under this Agreement or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

57 Dispute resolution

57.1 The parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure as set out in the Dispute Resolution Procedure Schedule.

57.2 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

58 TUPE

58.1 The parties acknowledge that the commencement and/or expiry or termination of this Agreement may constitute a relevant transfer for the purposes of TUPE. The provisions of the Staff Transfer Schedule will apply on such commencement or expiry or termination.

59 Guarantee

59.1 Where the Authority has stipulated that the award of this Agreement shall be conditional upon receipt of a Guarantee, then, within sixty (60) days of Contract Signature Date, the Supplier shall deliver to the Authority:

59.1.1 an executed Guarantee in the form set out in the Guarantee Schedule; and

59.1.2 a certified copy extract of the board minutes and/or resolution of the guarantor approving the execution of the Guarantee.

59.2 The Authority may in its sole discretion at any time agree to waive compliance with the requirement in clause 59.1 by giving the Supplier notice in writing.

60 Notices

60.1 Any notice or consent which is to be given by either party to the other shall be served in accordance with the Notices Schedule.

61 Entire agreement

- 61.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 61.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 61.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

62 Waiver

- 62.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 62.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 62.3 A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 62.4 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by Applicable Laws, in equity or otherwise.

63 Severability

- 63.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.
- 63.2 In the event that any deemed deletion under clause 63.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either party may give written notice to the other party requiring the parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably practicable, achieves the parties' original commercial intention.
- 63.3 If the parties are unable to resolve the matter arising in accordance with clause 63.2 within twenty (20) Working Days of the date of the written notice given pursuant to clause 63.2, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the parties shall lie where they fall if this Agreement is terminated pursuant to this clause 63.

64 Third party rights

- 64.1 Unless it expressly states otherwise] this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 64.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

65 Governing law

- 65.1 This Agreement and any Dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

65.2 Subject to the Dispute Resolution Procedure, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

66 Jurisdiction

66.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

67 Limitation period

67.1 Subject to 67.2, the parties agree that any actionable right or legal claim relating to a matter arising under this Agreement (including, without limitation, actions for contractual breach, tort or injunctive relief) may, by way of an extension to the periods specified in the Limitation Act 1980, be issued at any time up until the day after the twelfth anniversary of the day on which the act which gave rise to the actionable right or legal claim occurred.

67.2 The parties agree that clause 67.1 shall not prevent any claim being brought on a later date to that specified through the operation of clause 67.1 where the bringing of a claim by such later date is permitted by the Limitation Act 1980.

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Additional documents include:

Supplier Collaboration Agreement

A background image showing a Metropolitan Police car. The top half of the image shows a light green and blue car with "ZRO" and "#zeroemissions #visionzero" on its side. The bottom half shows a close-up of a blue and yellow striped section of a car with the Metropolitan Police crest and "POLICE" written on it.

LONDON IS CHANGING

Contract 1 – Emergency Response Vehicle Repair

1. Services Description Schedule



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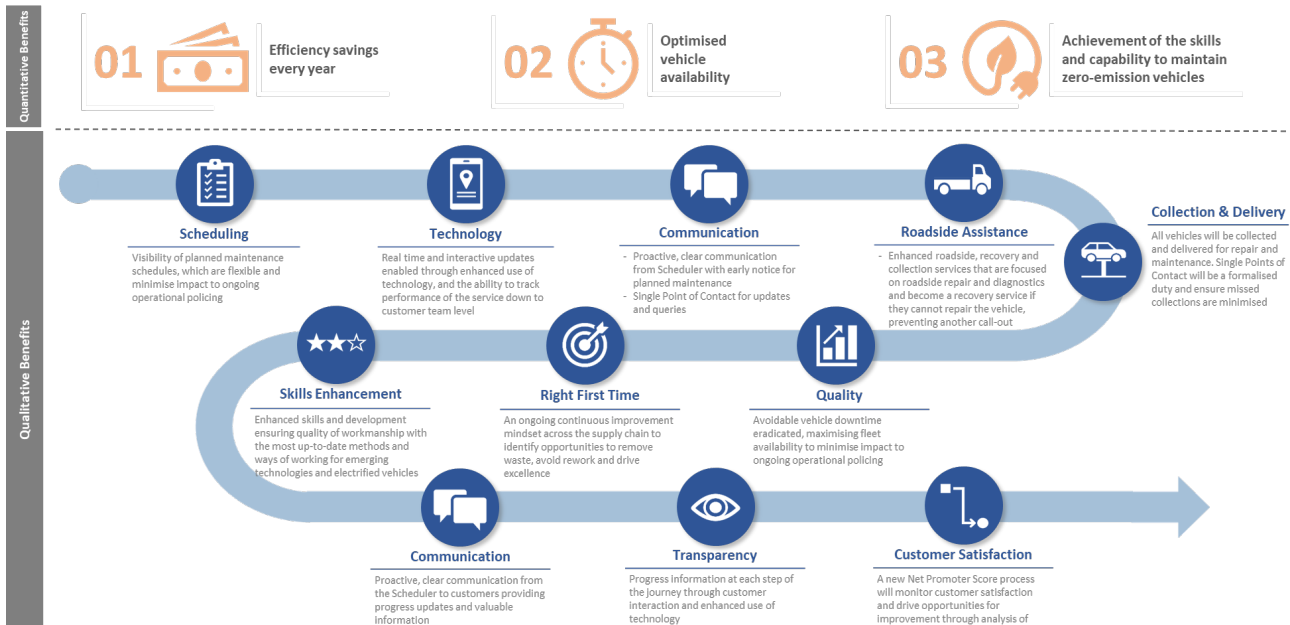
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1. Introduction

- 1.1.1. Within Procurement 1, the Mayor's Office for Policing and Crime (the **Authority**) is procuring a provider of vehicle Service, Maintenance, Repair and Inspection (**SMR&I**) – emergency response vehicle repair for the Metropolitan Police Service (**MPS**).
- 1.1.2. The Initial Period of the Agreement is seven years with an Extension Period of three optional one-year extensions.
- 1.1.3. Separately the Authority will be undertaking further procurement activity for SMR&I services related to:
 - a) Procurement 2 - Emergency Response and Support Vehicle Repair;
 - b) Procurement 3 - General-purpose Vehicle Repair;
 - c) Procurement 4 - Vehicle Collision Repair; and
 - d) Procurement 5 - Lot 1 Systems Integrator and Lot 2 Collection and Delivery.
- 1.1.4. This document sets out the Authority's statement of requirements for Procurement 1 Emergency Response Vehicle Repair. It highlights the specialist requirements for managing the MPS' police fleet compared to other corporate fleets. Alongside this document, is a full set of Technical Standards and schedules that should be read in conjunction with this document, to comprehend all Service requirements.
- 1.1.5. The Authority operates a large and varied fleet, fine-tuned to meet its varied operational policing needs. The fleet comprises of over 5,200 vehicles (excluding pedal cycles and marine vessels); encompassing cars, vans, motorbikes, and heavy goods vehicles ranging from 3.5 to 40.0 tonnes to plant and equipment. Within this, 1,313¹ vehicles and 9,109 items of equipment are in scope for the Services provided under this Agreement.
- 1.1.6. Central to the Authority's success will be the Supplier's provision of flexible and scalable services at pace and right first time.

¹ Fleet size and equipment quantity as at 1st December 2021.

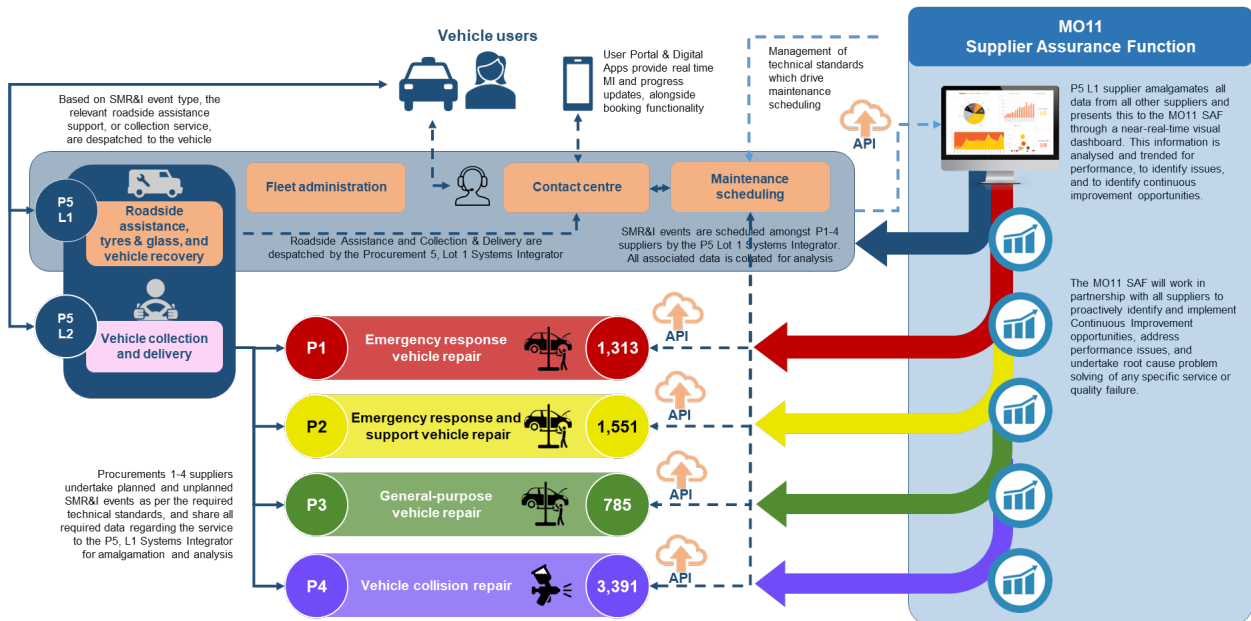


2. Procurement background and objectives

- 2.1.1. The Authority's current contract which includes the subject matter of Procurement 1 Emergency Response Vehicle Repair, is due for renewal on 31st October 2023.
- 2.1.2. Research and market engagement has determined that broader expertise, increased resilience, improved vehicle uptime and better value for money can be achieved with multiple suppliers for SMR&I services.
- 2.1.3. To create the opportunity for this, the overall service requirement has been divided into five procurement groups. Although the Supplier for each procurement group must have sufficient in-house capacity and capability to directly deliver the Services, the use of appropriate joint ventures or collaboration with other suppliers to help deliver the Services during surges in demand, is actively encouraged. Furthermore, the lower volume groups are designed to help smaller and more diverse businesses participate within the Authority's supply chain, in support of the Authority's Responsible Procurement commitments.
- 2.1.4. Through the Outline Business Case, approval was obtained to deliver the Services through a multiple-supplier model as follows:



Fleet SMR&I operating model



2.2. Met Direction strategy

- 2.2.1. The MPS is transforming in response to changes in crime, finances and public expectations of policing, which has significant consequences for the MPS fleet.
- 2.2.2. Aligned to this, the Authority is introducing an ambitious new fleet operating model fit for the next generation. This includes delivery of an environmentally friendly fleet in line with new central and local government carbon reduction targets for 2030, and opportunities for increased efficiency and cost savings. In addition, government and Mayoral policy objectives require the MPS to achieve net zero emissions status ahead of 2050.
- 2.2.3 The MPS has set out the **Met's Direction: Our Strategy 2018-2025** objectives to focus its policing activity on the following:



The Met's three operational priorities in support of keeping London safe:

Focus on what matters most to Londoners

Mobilise partners and the public

Achieve the best outcomes in the pursuit of justice and in support of victims

- Preventing high harm offences
- Protection for those at greatest risk
- Pursuing the most dangerous
- Reducing the public's fear of crime
- Greater public awareness and engagement
- More active citizens
- Clearer expectations of partners
- More victims satisfied with the MPS service
- Fair treatment of all victims and
- More crime solved and resolved

The four enabling areas that will help us to deliver our priorities

- Seize the opportunities of data and digital tech to become a world leader in policing
- Care for each other, work as a team, and be an attractive place to work
- Learn from experience, from others, and constantly strive to improve
- Be recognised as a responsible, exemplary and ethical organisation

3. Glossary of terms

Term	Definition
Agreement	Has the meaning given in Clause 1 "Definitions and interpretation" of the Agreement
Anchor Institutions Charter	This charter is a commitment from key anchor institutions in London to work together to help deliver activity that can help meet this grand challenge, as set out by the London Recovery Board: to restore confidence in the city; minimise the impacts on communities; and build back better the city's economy and society
Authority	Has the meaning given in Clause 1 "Definitions and interpretation" of the Agreement
Authority Premises	Has the meaning given in Clause 1 "Definitions and interpretation" of the Agreement
Bluetooth	Short-range wireless technology standard that is used for exchanging data between fixed and mobile devices over short distances using UHF radio waves
BS AU 159	British Standards Institute specification for repairs to tyres for motor vehicles used on the public highway and specifies the minimum performance requirements, inspection, marking and material strength for permanent repairs to tyres and tubes for road vehicles
Charges	Has the meaning given in Clause 1 "Definitions and interpretation" of the Agreement
Collection and Delivery	The Authority appointed supplier for Procurement 5 Lot 2 services
Commencement Date	Has the meaning given in Clause 1 "Definitions and interpretation" of the Agreement
Exit Plan	Means the exit plan as referred to in the Exit Management Schedule of the Agreement
Incident Data Recorder	The Incident Data Recorder will record vehicle-operating parameters and store this data in the event of an impact (collision) that is sufficient to trigger the device
Local Fleet Representative	Authority representatives based at MPS locations and working alongside operational command units and drivers to administer the fleet at a local level
London Recovery Board	Is a non-statutory group led by the Mayor of London and London Councils, comprising elected leaders and senior stakeholders to provide strategic direction to, and democratic oversight of, London's recovery work
Metropolitan Police District	All boroughs of the County of Greater London including the City of Westminster but excluding the City of London; which is served by the City of London Police



METSEC Code	A MPS policy document setting out mandatory security practices including application of Government Security Classification of information, and requirements for access to and use of MPS devices, data and systems
Services	All Services necessary to meet and fulfil the Statement of Requirement and the terms and conditions of the Agreement, including any service, function or responsibility not specified in the is Agreement as within the scope of the Supplier's responsibilities but reasonably and necessarily required for the proper performance of the Services, functions and responsibilities
Special incident Inspection	An inspection conducted by the Authority when a safety defect allegation is made, to determine the root cause and establish any learning outcomes
Supplier	Has the meaning given in Clause 1 "Definitions and interpretation" of the Agreement
Supplier Personnel	Has the meaning given in Clause 1 "Definitions and interpretation" of the Agreement
Systems Integrator	The Authority appointed supplier for Procurement 5 Lot 1 services
Technical Standards	The MPS-owned technical standards which apply to the Agreement and detailed within Appendix 1
Term	Has the meaning given in Clause 1 "Definitions and interpretation" of the Agreement
Uptime	Means the metric used by the Authority to measures whether a vehicle, plant or equipment is operational and available for policing duties

3.1. Acronyms, abbreviations and symbols

Term	Definition
DVSA	Driver and Vehicle Standards Agency
GLA	Greater London Authority
MOPAC	The Mayor's Office for Policing and Crime
MPS	Metropolitan Police Service
SMR&I	Service, Maintenance, Repair and Inspection
TfL	Transport for London
ULEZ	Ultra-Low Emission Zone

3.2. Location(s) of work

- 3.2.1. The Supplier shall deliver the Services from its premises, sub-contractor sites or from locations that it has management control over and these shall be delivered within the United Kingdom.
- 3.2.2. Minor in-service repairs could be delivered on Authority Premises, provided that appropriate safety and security considerations have been met.
- 3.2.3. Supplier locations for SMR&I activity will be agreed during transition.

3.3. Skills required

- 3.3.1. The Supplier shall ensure Supplier Personnel are suitably skilled, knowledgeable and qualified. Where industry best practice exists, the Supplier shall ensure these practices are adopted. This includes employment of qualified individuals, application of recognised standards, and membership of relevant associations.

3.4. Training



- 3.4.1. The Supplier shall ensure appropriate Supplier Personnel receive training from the Authority on the use of the Authority's systems for vehicle and equipment management and collision reporting.
- 3.4.2. The Supplier shall ensure it maintains accurate and comprehensive records of Supplier Personnel training and shares these records with the Authority on a quarterly basis.

4. Deliverables and detailed requirements

- 4.1.1. To support the Authority's fleet, the Supplier shall provide all SMR&I activity to repair emergency response vehicles. The Supplier shall collaborate with the Systems Integrator when planning or completing all SMR&I events for vehicles in scope of the Services provided under the Agreement.
- 4.1.2. Where the Supplier directly coordinates activity with its own supply chain or sub-contractors, the Supplier shall be responsible for the application of all Technical Standards detailed within Appendix 1.

4.2. Services in scope for delivery by Procurement 1 Emergency Response Vehicle Repair:

- 4.2.1. The Supplier shall:
 - a) Collaborate with the Systems Integrator to co-ordinate all SMR&I events;
 - b) Manage all planned and unplanned SMR&I events and maintain vehicle uptime targets to meet service demands;
 - c) Manage the repair, replacement or upgrade of fitted Authority vehicle equipment, technologies and software;
 - d) Comply with the technical, physical and data security standards, as set out in the Technical Standards, and schedules;
 - e) Provide trend analysis and innovation to improve overall fleet uptime and customer experience; and
 - f) Manage its supply chain and make use of suitable frameworks for glass, tyres and oils or lubricants to reduce costs.

4.3. Requirements to work with other contractors

- 4.3.1. The Supplier shall work constructively and collaborate with the following Authority suppliers and agents and provider(s) of:
 - a) Procurement 4 - Vehicle Collision Repair;
 - b) Procurement 5 - Lot 1 Systems Integrator and Lot 2 Collection and Delivery;
 - c) Vehicle conversion;
 - d) Vehicle recovery;
 - e) Vehicle disposal; and



- f) Any future provider(s) contracted by the Authority to supply and fit new vehicle equipment.

4.4. Potential for future change

- 4.4.1. The Authority is committed to meeting the requirements detailed within the London Environment Strategy 2018. In conjunction with the Deputy Mayor for Policing and Crime, TfL and the GLA, the Authority will work towards achieving compliance with the ULEZ and further expansion of zero emission capable vehicles, through the following, which are applicable to the Authority's entire fleet:
- a) All General-purpose cars being zero emission capable by 2025;
 - b) All new cars and vans (less than 3.5 tonnes), including emergency response vehicles, being zero emission capable from 2025;
 - c) All heavy vehicles (greater than 3.5 tonnes) being fossil fuel-free from 2030;
 - d) All non-response vehicles being zero emission by 2030; and
 - e) Becoming an entirely zero emission fleet by 2050.
- 4.4.2. During the Term of the Agreement, the Authority will accelerate electrification ahead of 2030.
- 4.4.3. The Authority is considering the wholesale installation of a collision data recorder and telematics system and intends to share data with the Supplier regarding historic vehicle usage patterns and driving dynamics.
- 4.4.4. As part of the Home Office programme to deliver a new Emergency Services Network across England, Scotland and Wales; the Authority expects to replace all vehicle mounted radio equipment across the fleet over an 18-month period. The new solution will operate on an Android operating system and be presented on devices that will be similar to current smart phones and tablets. The commencement of the roll out in the MPS is yet to be confirmed.
- 4.4.5. The National Association of Police Fleet Managers have undertaken a review into the Technical Standards surrounding braking components and materials. Once this receives national acceptance the Authority will review, update and reissue the **Technical Standard FS-TS-2019-08 Fleet Maintenance**. This change is expected to drive a reduction in both repair costs as well as vehicle off road time. The Supplier will be expected to have an agile supply chain to accommodate this change.
- 4.4.6. The MPS is currently growing through the national police uplift programme and local investment. We are growing by approximately 1,300 officers from April 2021 to March 2022, and will be growing by a further 1,800 officers from April 2022 to March 2023. This growth is accompanied by an increase in vehicle fleet. The MPS is adding 100 additional vehicles from April 2021 to March 2022 and could be increasing by a further 41 vehicles from April 2022 to March 2023. This means that the MPS will have a further 141 vehicles by March 2023 across all five procurement groups.

4.5. MPS Fleet Operating Conditions



- 4.5.1. The MPS fleet travels over 52 million miles per year policing London and its fleet has a wide remit enabling our officers and staff to respond to incidents. Within this, the vehicles within this Agreement account for 21.3 million miles.
- 4.5.2. The fleet is expected to grow in future years, the Authority is reviewing the mix of vehicles, and the fleet profile may change to better support operational policing.
- 4.5.3. Within this intended Agreement, 2% of the fleet is categorised as non-response vehicles and these are expected to be driven within the confines of the Road Traffic Regulation Act 1984.
- 4.5.4. During a calendar year, there will be periods of known demand that will add pressure to the availability of the fleet and the Authority will confirm each quarter the known areas of surge demand for the forthcoming six months.
- 4.5.5. During these periods of peak demand, the Supplier shall maintain vehicle uptime targets for key vehicle groups as communicated by the Systems Integrator. The Systems Integrator may bring forward planned maintenance to ensure fleet uptime is maintained during these events.
- 4.5.6. The current fleet as of 1st December 2021 comprises of internal combustion engines, mild hybrids, plug-in hybrids, electric and hydrogen. The future air quality initiatives applicable to the Authority's entire fleet are detailed in **Section 4.4**.

Fuel Type	Car	Van	Total
Diesel	84	621	705
Petrol	528		528
Diesel Electric	19		19
Petrol Electric	56		56
Hydrogen	5		5
Total	692	621	1,313

4.6. Statutory Inspection and Testing

- 4.6.1. The Supplier shall ensure all vehicles; plant and equipment operated by the Authority are inspected and tested in compliance with statutory requirements, as well as the **Technical Standard FS-TS-2019-08 Fleet Maintenance**.
- 4.6.2. The Systems Integrator will contact the Supplier to arrange such work and the Supplier shall complete such work within the specified timescales.

4.7. Manufacturer recalls and service campaigns

- 4.7.1. The Supplier will receive notification from the Systems Integrator to undertake recalls, service campaigns or enhancements, which shall be acted upon by the Supplier. The Supplier shall implement these at the next scheduled maintenance event or within 3 months of being notified or sooner if specified by the Systems Integrator.

4.8. Tyre and protection devices



- 4.8.1. Due to the arduous nature of emergency response vehicles the Supplier shall pay particular attention to the tyre standards and specification fitted to Authority vehicles and the requirements detailed with the **Technical Standard FS-TS-2019-08 Fleet Maintenance**.
- 4.8.2. The Supplier shall inspect tyres for damage and wear at all SMR&I events and tread depths recorded. Early replacements shall be considered where tyres are unlikely to last 3 months of operational service.
- 4.8.3. Where a wheel or tyre has been damaged through striking an object, or uneven tyre wear is discovered, due consideration should be given to completing a full four-wheel geometry check at a vehicle workshop before the vehicle is released back into operational service.
- 4.8.4. Certain vehicles are fitted with wheel and tyre protection devices. To exchange tyres, the device shall be removed and refitted in accordance with the manufacturer's instructions.
- 4.8.5. Permanent 'plug type' puncture repairs are only permitted to serviceable tyres fitted to Non-Response vehicles and fitted in accordance to BS AU 159.
- 4.8.6. Remould tyres are only approved for use on anti-hijack training vehicles and shall be clearly marked to show their limited use.
- 4.8.7. If the Supplier identifies a variance in the application of the Authority's tyre policy, this shall be reported in accordance with **Section 4.21**.

4.9. Vehicle condition

- 4.9.1. The Supplier shall maintain the fleet in accordance to the **Technical Standard FS-TS-2021-01 Vehicle Condition**, which defines the process, procedures and requirements that shall be followed to ensure that the condition (bodywork and aesthetic appearance) of the Authority's vehicle fleet is maintained to a minimum standard.
- 4.9.2. The Supplier shall comply with **Technical Standard FS-TS-2021-01 Vehicle Condition**, which covers vehicles that have been involved in collisions, where repair activity is required to be undertaken before the vehicle can be returned to service in a safe operational condition.
- 4.9.3. Where applicable, the Supplier shall comply with the **Technical Standard FS-TS-2021-01 Vehicle Condition**, which defines permitted damage and defects (typically cosmetic) that do not require immediate rectification; and non-permitted damage and defects that must be repaired within a suitable timeframe.
- 4.9.4. Where the cost of repair approaches that of the residual value of the asset, the repair may be deemed uneconomical. The criteria and process around uneconomical repairs is defined in the **Technical Standard FS-TS-2021-01 Vehicle Condition**.
- 4.9.5. Driver induced wear or damage that is the result of careless or negligent behaviour, is also specified, including the appropriate process that shall be followed to ensure the correct Authority cost centre is charged for the rectification work.

4.10. Recycled components



- 4.10.1. The Supplier shall maintain the fleet in accordance with **Technical Standard FS-TS-2019-01 Reuse and Recycled Components**. Recycling approved components aligns with the Authority's commitment to delivering value for money and increasing sustainability by reducing the impact of the Authority's fleet on the environment by reducing waste.
- 4.10.2. Vehicle SMR&I history is an important factor in ensuring the safety and integrity of recycled components to be reused on Authority vehicles. The Supplier shall ensure component application and suitability fully complies with the standard.

4.11. Planned maintenance

- 4.11.1. The Supplier will receive notification from the Systems Integrator to arrange all statutory inspections and age, mileage or condition based SMR&I events, which shall be carried out by the Supplier and scheduled in accordance with the agreed priorities and Service requirements, and therefore clustered in a manner to reduce overall vehicle downtime.
- 4.11.2. During periods of surge demand, the Supplier shall collaborate with the Systems Integrator to consider bringing forward planned maintenance to ensure fleet uptime during these events.
- 4.11.3. The Supplier shall ensure that all regulatory SMR&I events and testing is completed on schedule. At no time shall a vehicle exceed its maintenance parameters and the vehicle be left in operation.
- 4.11.4. Manufacturer prescribed condition based servicing shall be applied by the Supplier to all Authority vehicles with the following exceptions applicable to all emergency response vehicles:
 - a) The Supplier shall follow the brake fluid change interval stipulated in **Technical Standard FS-TS-2019-08 Fleet Maintenance**.
 - b) An Authority defined annual safety check shall be performed by the Supplier at least once every 12 months as stipulated in **Technical Standard FS-TS-2019-08 Fleet Maintenance**. In cases where the condition based servicing frequency exceeds 12 months, the annual safety check shall be scheduled to ensure that the annual safety check requirement is met.

4.12. First notification of defect

- 4.12.1. The Supplier will receive first notification of defects from the Systems Integrator, which will include full details of the vehicle, defect and any additional SMR&I events to be completed.
- 4.12.2. Notifications will either be made via telephone, email or electronic data transfer which will be agreed during transition.
- 4.12.3. Where the vehicle is either approaching or has exceeded its economic life, repairs shall be undertaken by the Supplier that are proportionate to the remaining time the vehicle is to remain in operational service. The Supplier shall ensure that at no point shall the safety of the vehicle be compromised.



- 4.12.4. The Collection and Delivery provider or recovery agent shall deliver the vehicle to the Suppliers premises.

4.13. Vehicle collection and delivery

- 4.13.1. The Systems Integrator will arrange all deliveries to the Suppliers premises via the Collection and Delivery provider.
- 4.13.2. Once the Supplier advises the Systems Integrator that repairs are complete, the Systems Integrator shall arrange collection of the vehicle within 120 minutes from notification.

4.14. Vehicle repair

- 4.14.1. All SMR&I events shall be completed to manufacturer standards and Authority requirements stipulated in **Technical Standard FS-TS-2019-08 Fleet Maintenance**.
- 4.14.2. Vehicles shall not be fitted with non-Authority approved parts and all single use components disturbed during the repair shall be replaced.
- 4.14.3. The Supplier shall ensure a post-drive inspection process is completed in compliance with **Section 4.26** and only vehicles that have passed such post-drive inspection are returned to operational service.
- 4.14.4. The Supplier shall refer to **Section 4.22** when driving MPS vehicles.

4.15. End of life vehicles and preparation for sale

- 4.15.1. The Supplier will receive notification from the Authority via the Systems Integrator to confirm when an operational vehicle will be removed from service.
- 4.15.2. At the point of preparation for removal from service, all vehicles shall have a minimum of four months remaining on statutory DVSA MOT.
- 4.15.3. Where the vehicle is deemed uneconomical to repair in accordance with **Section 4.9**, the Supplier shall:
- Remove all non-fitted equipment and belongings;
 - Recover all sets of keys;
 - Recover all fuel cards;
 - Clear the vehicle satellite navigation system of all historic information;
 - Cleared all connected Bluetooth devices; and
 - Where the operational role requires for the transportation of armed officers, the Supplier is required to check the vehicle and confirm no ammunition is present in the visible areas of the vehicle.
- 4.15.4. The Supplier shall conduct an end of life check to confirm the condition of the vehicle, volume of fuel remaining, record any damage and check the operation of any fitted equipment. This shall include digital images showing the front, left, right, rear and interior of the vehicle as well as defining the condition coding to the vehicle.



- 4.15.5. The Systems Integrator will arrange for the Authority's nominated vehicle convertor to collect end of life vehicles from the Suppliers premises each week on an agreed day.
- 4.15.6. For vehicles deemed uneconomical to repair and write offs, where advantageous, the Authority may request the Supplier to remove free issue fitted equipment and either retain or pass to the nominated vehicle convertor. The Authority via the Systems Integrator shall communicate each request.
- 4.15.7. Across the entire fleet, the Authority expects to dispose of 600 to 800 vehicles per annum and will confirm the list of future disposals every six months. The Supplier shall consider whether the disposal sequence should be prioritised within operational categories to reduce costs and vehicle downtime. The Authority will consider proposals to alter the disposal sequence where the Supplier can evidence value for money or performance improvements.
- 4.15.8. During the Term of the Agreement, the Authority will regularly review vehicle life parameters and the Supplier shall offer expertise and evidence to support any proposed changes to age and mileage parameters operated by the Authority, which would directly improve value for money or performance.

4.16. Manufacturer warranty

- 4.16.1. The Authority has varying levels of manufacturer warranty terms across the fleet, these vary in months, and miles covered. In the majority of cases, the Authority may choose to purchase extended warranty terms where it is advantageous to do so.
- 4.16.2. The Supplier shall ensure that they have procedures in place to manage manufacturer warranty claims on behalf of the Authority.
- 4.16.3. The Supplier shall ensure that the vehicle manufacturer's warranty is not invalidated through either:
 - a) Any repairs completed;
 - b) Any components fitted; or
 - c) Vehicles exceeding their maintenance parameters.

4.17. Working on MPS premises

- 4.17.1. Appropriate vehicle repairs may be undertaken at Authority Premises to optimise vehicle uptime and support convenience for officers. At all times, the Supplier shall comply with **Technical Standard FS-TS-2021-02 Fleet SMR Providers Working on MPS Premises** and **Section 10**.
- 4.17.2. The Authority is committed to maintaining high health and safety standards for its employees, visitors, and members of the public, contractors and authorised suppliers.
- 4.17.3. It is Authority policy that all works undertaken on Authority Premises shall be assessed by the Supplier and conducted to avoid, reduce, or control all foreseeable risks to health and safety to a reasonable level for all persons potentially affected including operatives, Authority employees, visitors and members of the public.



- 4.17.4. No permission or consent given by or on behalf of the Authority under this document shall be construed to relieve the Supplier from its obligations under the supplier's contractual arrangements, the Health and Safety at Work etc. Act 1974 or those imposed by statute.
- 4.17.5. If in doubt about any aspect of safe working, the Supplier shall make no assumptions, and contact the appropriate Authority's Representative, prior to commencing work.
- 4.17.6. The Supplier shall arrange with the Systems Integrator to recover the vehicle if it is anticipated that repairs cannot be completed within 120 minutes from attending the site.

4.18. Contaminated vehicles and items found in vehicles

- 4.18.1. The Supplier shall ensure that Supplier Personnel are advised of the potential hazard from contaminated vehicles and items found in vehicles and are equipped with appropriate protective clothing and other apparatus to remain safe while inspecting the Authority's vehicles.
- 4.18.2. Where a vehicle is on the Supplier's premises, the Supplier shall isolate vehicles contaminated or soiled by blood, saliva, or other body fluids and contact the Authority's decontamination specialist to facilitate cleaning. The Authority will confirm the procedure during transition.
- 4.18.3. The Supplier shall review and risk assess its process for checking vehicles for dangerous items, at least every 12 months.

4.19. Vehicle cleaning

- 4.19.1. At each planned service, brake fluid change or MOT event the Supplier shall ensure cars and motorcycles are thoroughly cleaned:
 - a) Interiors shall be vacuumed, all surfaces and glass cleaned;
 - b) Exteriors bodywork and wheels shall be washed; and
 - c) The Supplier shall satisfy itself whether drive through car washes are suitable for use with additional police equipment fitted across the fleet.
- 4.19.2. The Supplier shall ensure Supplier Personnel undertaking vehicle cleaning shall comply with **Section 4.18**.

4.20. Vehicle inspection and auditing services

- 4.20.1. The Supplier shall collaborate with the Systems Integrator to facilitate any requested vehicle inspection and auditing services for any Authority vehicle on the Supplier's premises.



4.21. Special Incident Inspection

- 4.21.1. When an allegation is made verbally or in writing by a driver regarding a vehicle safety defect, a Special Incident Inspection will be conducted by the Authority to determine the root cause and establish any learning outcomes. Once notified the Supplier shall comply with the requirements as detailed in **Technical Standard FS-TS-2019-05 Special Incident Inspection**.
- 4.21.2. On occasions, the Authority via the Systems Integrator will place vehicles on hold subject to investigation by the Independent Office for Police Conduct. During this time, the vehicle will be subject to the requirements stipulated within the **Technical Standard FS-TS-2019-05 Special Incident Inspection**.

4.22. Driving of MPS vehicles

- 4.22.1. The Supplier shall ensure it fully complies with the requirements as detailed in **Technical Standard FS-TS-2015-17 Driving MPS vehicles**. The Supplier shall ensure that all Supplier Personnel comply with these requirements.
- 4.22.2. The Supplier shall ensure an appropriate COVID-19 secure policy is in place and operated throughout the duration of the Agreement, and implemented in support of the UK Government's advice or under the direction of the Authority.
- 4.22.3. The Supplier shall operate an inspection process in compliance with **Section 4.26**.

4.23. Oils and lubricants

- 4.23.1. The Authority has access to national frameworks only available to emergency services for oils and lubricants. Where financially advantageous the Supplier shall make use of this arrangement.
- 4.23.2. The Authority will be required to order in bulk and delivery will be arranged for the appropriate Supplier premises. The Authority will meet the cost of supplying oils and lubricants under this arrangement.

4.24. Storage

- 4.24.1. The Supplier shall provide facilities that enable the safe and secure storage of vehicles and vehicle equipment, commensurate with the sensitivity, nature and needs of the asset and in accordance with **Technical Standard FS-TS-2015-01 Fleet Asset Security**.
- 4.24.2. Where time permits, the Supplier shall ensure all electric vehicles are placed on charge whilst stored on the Supplier's premises either awaiting repair or collection or up to 80% charge has been attained.
- 4.24.3. On occasions, the Authority will place vehicles on hold subject to investigation by the Independent Office for Police Conduct. During this time, the vehicle will be subject to the requirements detailed at **Section 4.21**.



4.25. Management of vehicle equipment and installed technology

- 4.25.1. The Supplier shall be responsible for the effective, safe management and availability of all vehicle equipment, which includes free issue equipment, whilst in its direct control.
- 4.25.2. The Supplier shall comply with the following Technical Standards that apply to the management of vehicle equipment and technology:
 - a) **Technical Standard FS-TS-2015-05 Management of Equipment and Technology;**
 - b) **Technical Standard FS-TS-2015-01 Fleet Asset Security;** and
 - c) **Technical Standard FS-TS-2015-13 Fleet Decommissioning.**

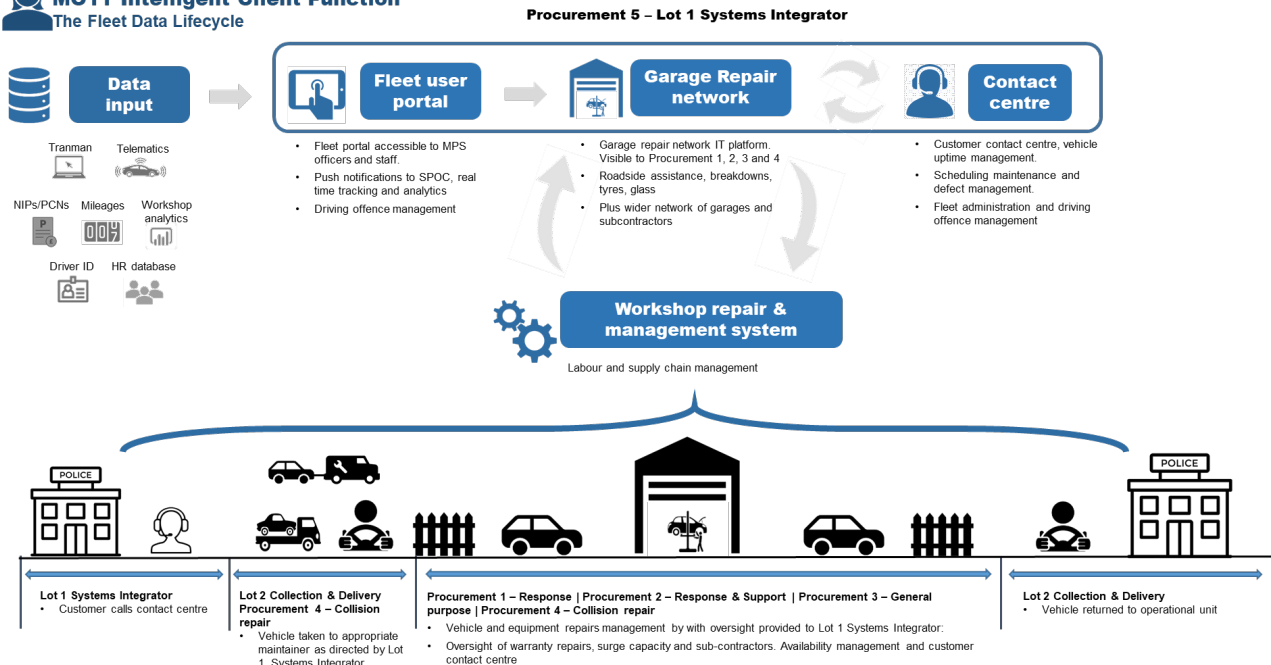
4.26. Quality management system

- 4.26.1. The Supplier shall have a comprehensive, accredited and audited quality management system in place to cover all aspects work undertaken under the Agreement to include:
 - a) Policies;
 - b) Procedures;
 - c) Work instructions;
 - d) Records and forms;
 - e) Document control;
 - f) Pre-work and post-work vehicle inspections;
 - g) Repairs undertaken;
 - h) Repeat defects and repairs;
 - i) Fleet safety;
 - j) Minimum 10% QA inspection of vehicle repairs completed and more than 10% shall be applied in the following scenarios:
 - i) All work conducted by apprentices;
 - ii) Individuals on performance management plans;
 - iii) Individuals on probationary periods; and
 - k) Workplace safety audits.
 - 4.26.2. If requested by the Authority, the Supplier shall retain parts removed during maintenance or repair work for Authority inspection. In particular, the Supplier shall ensure any part retained is labelled and securely stored for inspection.
- #### **4.27. Customer management and contact centre**
- 4.27.1. The Supplier shall collaborate with the Systems Integrator on all Authority management procedures and policies. This shall include providing regular progress and updates on vehicle maintenance and repairs.



4.27.2. The Supplier shall collaborate with the Systems Integrator to assimilate any IT systems used to manage SMR&I events with those systems used by the Systems Integrator.

MO11 Intelligent Client Function The Fleet Data Lifecycle



4.27.3. The Supplier shall have effective processes and systems in place to log and track MPS queries and requests for information regarding any element of the Services, and ensure they are responded to by the relevant individual(s) and within the target times agreed between the Supplier and MPS.

4.27.4. As a minimum, in delivering the requirement set out in the paragraph above, this must include assignment of a unique reference number for tracking purposes, an escalation procedure, a process for handling complaints and an improvement plan for the overall customer experience.

4.27.5. The Supplier shall use the fleet management system operated by the Systems Integrator, which will be agreed during transition.

4.27.6. The Supplier system holding the Authority's fleet data shall meet the following mandatory requirements:

- Hosting:** OFFICIAL data shall be held within the UK or EU, with the preference being UK where possible. Storage of the data shall be cloud based with appropriately vetted staff having access;
- Encryption and security:** encryption of data in transit, encryption of data at rest (with the Authority having some ownership of the encryption keys), penetration check and security evidence;
- Design, maintenance and DR:** Infrastructure design according to SLA, capable of being backed up and restored to avoid data loss, No single points of failure – resilient and redundant solution design, Capable of maintenance being without downtime as much as possible;
- Sharing:** Open API;



- e) **Access:** capable of single sign on / consistent identity management, full audit trail of access, consistent timestamps across the solution;
- f) **Scalability:** automatic scalability upwards and downwards to accommodate demand;
- g) **Compliance:** GDPR compliant, Data Protection Act 2018 compliant – including around audit and usage, user interface meeting WCAG accessibility AA at least; and
- h) **Training:** How-to training videos on use of the system to enable users to quickly learn effective use of the system. This training is also to be WCAG 2.1 AA compliant at least.

4.28. MPS information classification

- 4.28.1. The Supplier shall be required to handle some information that is protectively marked in line with the Authority adopted Government Security Classifications policy (**GSC**). This will predominantly be within the OFFICIAL tier of the GSC with the caveat of SENSITIVE.
- 4.28.2. The Supplier shall adhere at all times to the requirements for handling, storing and disposing of protectively marked information as set out in the Security Schedule.

4.29. Electronic communication

- 4.29.1. The Supplier shall ensure electronic communication required to deliver the Services is appropriate to the level of sensitivity of the information being exchanged. This includes communication between the Supplier and Authority, the Supplier and Supplier Personnel, the Supplier and the Systems Integrator.
- 4.29.2. Information classified within the OFFICIAL tier, including information carrying the OFFICIAL-SENSITIVE marking, must be sent using a secure channel. If not in possession of an Authority email account, the Supplier shall, at its own expense, sign up to a Criminal Justice Secure Email (**CJSM**) email account, provided by the Ministry of Justice.
- 4.29.3. The Supplier shall ensure that Supplier's sub-contractors delivering the Services sign up to a CJSM email account in order to securely communicate and exchange any electronic information classified at OFFICIAL and OFFICIAL-SENSITIVE between the Supplier and Supplier's sub-contractors, and Authority and Supplier's sub-contractors. This shall be at the Supplier's sub-contractors' own expense.
- 4.29.4. The Supplier shall ensure the exchange of information and data between the Supplier and the Authority, the Supplier and Supplier Personnel and Supplier and the Systems Integrator, meets the security requirements set out in the Security Schedule.

4.30. Electronic File Sharing System

- 4.30.1. The Supplier shall be required to upload key documentation to cloud-based digital file sharing service "BOX" or such other system or service as designated by the



Authority, which is authorised to hold information classified at OFFICIAL and OFFICIAL-SENSITIVE. The documentation held will be for ongoing access by the Supplier and the Authority. The content will be agreed during the transition process.

5. Accreditation

5.1. Standards specific to provision of repair and maintenance services

- 5.1.1. The Supplier shall operate to the requirements of current legislation regulations and directives applicable to the delivery of the Services.

5.2. Standards specific to fair employment practices

- 5.2.1. During the Term of the Agreement, the Supplier shall work towards gaining accreditation to the London Mayor's "Good Work Standard".

5.3. National, European and International Standards generally applicable to MPS Suppliers

- 5.3.1. During the Term of the Agreement the Supplier shall work towards obtaining and operating to any one or more of the following accreditations:
- a) IATF 16949:2016 Automotive Quality Management - Requirements; or to its equivalent, or its successor;
 - b) ISO 9001: 2015 Quality Management Systems - Requirements; or to its equivalent, or its successor;
 - c) ISO/IEC 27001:2013 Information technology - Security techniques - Information security management systems - Requirements; or to its equivalent, or its successor;
 - d) ISO 14001:2015 Environmental management systems - Requirements with guidance for use; or to its equivalent, or its successor;
 - e) ISO 22301: 2019 Security and resilience - Business continuity management systems – Requirements; or to its equivalent, or its successor; or
 - f) BS OHSAS 18001 - Occupational Health and Safety Management (**OHS**); or to its equivalent, or its successor.

6. Vetting

- 6.1.1. The Supplier shall ensure all Supplier Personnel comply with the requirements and minimum-security clearance set out in the Security Schedule.
- 6.1.2. The level and nature of the individual's access to; and inherent sensitivity of the Authority's assets and information determine security clearance required of Supplier Personnel.
- 6.1.3. Minimum mandatory requirements are specified within **Technical Standard FS-TS-2015-01 Fleet Asset Security**. Supplier Personnel shall not be permitted access to



any Authority assets or information until they are security cleared to the appropriate level.

- 6.1.4. The summarised requirements below are correct as of the date of issue of this document.

Non-Police Personnel Vetting (NPPV) level	Access permissions
NPPV1	General access to Authority assets
NPPV2	Access to Authority information classified as OFFICIAL and OFFICIAL-SENSITIVE
NPPV2 plus CTC	Unrestricted building access or interaction with devices that connect to Authority and government agency electronic systems

- 6.1.5. Where the Supplier uses sub-contractors to deliver the Services, a risk-based approach shall be agreed with the Authority, as described within **Technical Standard FS-TS-2015-01 Fleet Asset Security**. No sub-contractors shall be permitted to have direct access to any Authority systems or data.
- 6.1.6. Where Supplier Personnel hold current NPPV vetting issued by Warwickshire Police Force to the level required, this is transferable. Otherwise, Supplier Personnel will be required to undergo Authority vetting as set out in the Security Schedule.

7. Processing of personal data

- 7.1.1. The Supplier is required to process Authority Personal Data or data of members of the public under this Agreement and will do so in compliance with the Data Processing Act 2018.
- 7.1.2. The Supplier will necessarily process Supplier Personnel Personal Data under its internal management procedures and as an ancillary function in delivering the Services. This includes the provision of quarterly and annual HR Reports identifying Supplier Personnel, as specified within the Records Provision Schedule, and the Supplier shall be required to satisfy the Authority that agreed levels of resourcing are met, and that the individuals delivering the Services are appropriately skilled, trained and security cleared.
- 7.1.3. During exit management activity under the Agreement, the Supplier shall share Supplier Personnel information with the Authority. This is not limited to the detailed Employee Liability Information required under TUPE Regulations. Early provision of high level Supplier Personnel Data shall be required to enable the Authority to prepare for and undertake a re-procurement process. Such legitimate and proportionate Authority data requests do not conflict with the Data Protection Act 2018.
- 7.1.4. In all processing of Personal Data the Supplier and the Supplier's sub-contractors shall comply with the requirements specified within the Data Processing Schedule.

8. Insurance

- 8.1.1. Requirements are as specified within the Insurance Requirements Schedule.



9. Governance and management of services

- 9.1.1. A team representing the Authority and MPS Commercial Services will provide supplier contract management and performance management. Governance requirements are as specified within the Governance Schedule.
- 9.1.2. In addition to the formal Dispute Process Procedure set out within the Dispute Resolution Procedure Schedule, the Supplier shall establish an internal escalation process within its own organisation for use by the Authority. This shall be used at the Authority's discretion to expediently manage arising concerns before invoking formal contractual procedures.
- 9.1.3. The process for requesting and approving contractual changes is specified within the Change Control Procedure Schedule.

9.2. Management and performance information

- 9.2.1. The Supplier shall provide the Authority with comprehensive management information reporting on delivery of the Services. Minimum requirements are as set out within the Records Provision Schedule.
- 9.2.2. The Supplier shall deliver the Services in accordance with the SLAs and KPIs agreed between the Supplier and Authority during the transition process, and in line with the Performance Regime Schedule.

9.3. Risk management

- 9.3.1. The Supplier shall ensure it employs active risk management for delivery of the Services throughout the Term of the Agreement, including the maintenance of a risk and issues register. As a minimum this register must include:
 - a) Risk score;
 - b) Risk target;
 - c) Risk trend;
 - d) Issues cause;
 - e) Issues impact;
 - f) Proximity; and
 - g) Action progress and mitigation.
- 9.3.2. The Supplier shall monitor the effect of its risk mitigation actions and communicate progress to the Authority as part of its reporting requirements.

10. Health and safety

- 10.1.1. The Supplier shall ensure Supplier Personnel meet legislative and Authority health and safety requirements in providing the Services.
- 10.1.2. All work undertaken on the Authority Premises shall comply with **Technical Standard FS-TS-2021-02 Fleet SMR Providers Working on MPS Premises**.



10.2. Health and safety legislation

10.2.1. The Supplier shall:

- a) Ensure that the Service is provided using safe working practices, which shall be led by a nominated senior manager; and
- b) Ensure that any current legislative requirements and guidance in order to protect the health, safety and welfare of their own employees, the employees of the Authority and the general public are adhered to. This shall include but not be limited to:
 - Health and Safety at Work Act etc 1974;
 - Control of Substances Hazardous to Health Regulations 2002;
 - Collection and Disposal of Waste Regulations 1988;
 - Environmental Protection Act 1990;
 - Controlled Waste Regulations 1992;
 - Special Waste Regulations 1996; and
 - Any other regulations made under the Health and Safety at Work etc Act 1974 or other statutes.

10.2.2. The Supplier shall provide ongoing evidence of both the implementation of an appropriate health and safety policy and system within the organisations, in which any work for this Service is regularly carried out, including risk assessments and safe systems that cover any work carried out on behalf of the Authority. This must be documented at the closest available point and regularly updated as part of the evidence provided.

10.2.3. Ensure compliance with any statutory duties under any current legislative requirements and guidance in order to protect the health, safety and welfare of their own employees, the employees of the Authority and the general public are adhered to.

10.2.4. The Supplier shall provide ongoing evidence of both the implementation of an appropriate health and safety policy and management system within the organisations, in which any work for this service is regularly carried out, including risk assessments and safe systems that cover any work carried out on behalf of the Authority. This must be documented at the closest available point and regularly updated as part of the evidence provided. The Supplier will need to have monitoring processes in place to ensure regular review of all health and safety organisational arrangements. In addition there will be a requirement for regular audits of the safety management system to ensure compliance.

11. Communication

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



- 11.1.2. The Supplier shall work to maintain a strategic partnership with the Authority, working to ensure the Services continually meet the demands of policing a high profile and demanding capital. The Supplier shall contribute to regular, transparent and open dialogue between the parties.

12. Pricing, payment and invoicing

- 12.1.1. The pricing model for this procurement has been designed to reward strong operational performance, that is, its emphasis is on aligning incentives between the Authority and the Supplier so that both parties ultimately benefit.
- 12.1.2. The magnitude of any Charges incurred via the pricing mechanism as described in the Charges, Payment and Invoicing Schedule may be either discounted or supplemented based on Supplier performance. Supplier performance shall be measured against the operational key performance indicators defined by the Authority within the Performance Regime Schedule.
- 12.1.3. The Charges for the Services under this Agreement are specified within the Charges, Payment and Invoicing Schedule and cover the following:
- a) Payment terms/profile for the Charges;
 - b) Invoicing procedure; and
 - c) The procedure applicable to any adjustments of the Charges.
- 12.1.4. The core charges are those directly incurred for all activity undertaken as part of this Agreement and are split into planned and unplanned SMR&I activity and shall be calculated in accordance with the Charges, Payment and Invoicing Schedule.
- 12.1.5. The Authority will guarantee a minimum volume of fixed price activities to be charged in each year for the first three years of the Agreement.

13. Transition

- 13.1.1. During the Mobilisation Period, the exiting provider shall continue to provide the existing services.
- 13.1.2. The Supplier must prepare for and implement arrangements to take on delivery of the Services in close collaboration with the exiting provider and Authority. A seamless transfer of Services is essential, ensuring no degradation in Service provision, and that fleet availability and existing SLAs and KPIs are maintained.
- 13.1.3. During transition, the Authority will agree:
- a) The application of any updated Technical Standards;
 - b) Use of Authority IT systems as per **Section 3.4.1**;
 - c) Supplier locations as per **Section 3.2.3**;
 - d) First notification of defect or loss as per **Section 4.12**;
 - e) Decontamination process as per **Section 4.18**; and
 - f) Content of documentation to be shared via BOX as per **Section 4.30.1**.



- 13.1.4. Following the Commencement Date the Supplier shall finalise their detailed Implementation Plan for agreement with the Authority in accordance with the Implementation Plan and Testing Schedule.

14. Social value and sustainability

- 14.1.1. Under this Agreement, the Authority requires the Supplier to demonstrate social value beyond law enforcement and which aligns with the shared values of Londoners, promotes London as a global city and contributes to a sustainable society.
- 14.1.2. In March 2021, the Mayor of London launched the Anchor Institutions Charter, which details commitments from anchor institutions in London to achieve the objectives of the London Recovery Board.
- 14.1.3. In tandem with this, the Mayor has set ambitious aims for London to be a net zero carbon city by 2030. The Authority is encouraging all suppliers to do their part in reducing carbon emissions throughout the supply chain when working with the Authority in an operational capacity.
- 14.1.4. The Supplier shall deliver social value and sustainability in accordance with the Responsible Procurement Schedule and deliver any social value commitments made within the Supplier's tender for this Agreement.

15. Business continuity and disaster recovery

- 15.1.1. The Authority is a renowned authority in public safety. A critical enabler in keeping the capital's streets safe is the supply of an excellent fleet to front line policing, comprising some of the most high profile, unique and specialised vehicles in the country; equipped with the latest protection and crime-fighting technology.
- 15.1.2. Recognising this, the Supplier shall develop and maintain sufficient business continuity and disaster recovery (**BCDR**) processes to guarantee provision of critical Services to the Authority to agreed SLAs and KPIs under most operational circumstances. These must include appropriate security arrangements in order to protect Authority assets.
- 15.1.3. The Supplier's BCDR Plan shall be submitted for Authority approval within the first two months of the Commencement Date. This must incorporate relevant lessons learnt during the COVID-19 pandemic, and shall reflect an expectation that Supplier Personnel providing essential SMR&I activity will benefit from key worker status.
- 15.1.4. The Supplier shall ensure BCDR arrangements are communicated to and understood by the Supplier Personnel, and that accepted changes to the BCDR Plan are communicated in a timely manner throughout the Term of the Agreement.
- 15.1.5. Further requirements for BCDR are provided within the Business Continuity and Disaster Recovery Plan Schedule.

16. End of contract

- 16.1.1. Contract exit requirements are as specified within the Exit Management Schedule.



- 16.1.2. The Supplier shall submit an Exit Plan for agreement with the Authority, within three months after the Commencement Date in accordance with the provisions of the Exit Management Schedule.

17. Audit, inspection and benchmarking

- 17.1.1. In addition to the provisions of clause 46 of the Agreement, the Authority will during the Term of the Agreement wish to assure itself with respect to the:
- a) Accuracy and completeness of all financial, performance and other data pertaining to the delivery of the Services, including the Supplier Charges;
 - b) Appropriateness and quality of Supplier estimation techniques; and
 - c) Accuracy and completeness of Service records including and not limited to records of changes to Services, asset lists, Service volumes, staff deployment records and staff remuneration rates.
- 17.1.2. The Supplier shall assist the Authority or any authorised auditors in their duties such as tracing and supplying records or other documentation, answering queries, providing financial or other data as requested.
- 17.1.3. The Supplier shall allow for the above audit requirements, including retention of all records, during the term of the Agreement and for a period of at least seven years following any expiry or termination of the Agreement.
- 17.1.4. Throughout the Term of the Agreement, the Authority reserves the right to monitor the market for the goods and services available under this Agreement. Where examples of comparable quality, specification or performance are found to be available at lower prices, the Supplier shall be required to reduce its prices accordingly.

18. Innovation and continuous improvement

- 18.1.1. In addition to the obligations set out in the Continuous Improvement Schedule, the Supplier shall improve its delivery of the Services throughout the Term of the Agreement by capturing and incorporating lessons learned; and identifying and leveraging advances in processes, technology, environmental impact, sustainability and customer satisfaction.

Appendix 1: Technical Standards

The following is the list of Technical Standards relevant to delivery of the Services, correct as at the time of issue of this document.

Standard Ref. No.	Standard Name	Version
FS-TS-2015-01	Fleet Asset Security	v2
FS-TS-2015-05	Management of Equipment and Technology	v1
FS-TS-2015-11	Technical Information Instruction	v2
FS-TS-2015-13	Fleet Decommissioning	v1
FS-TS-2015-16	Fleet Administration and Management	v3
FS-TS-2015-17	Driving MPS Vehicles	v3
FS-TS-2019-01	Reuse and Recycled Components	v1
FS-TS-2019-05	Special Incident Investigation	NC
FS-TS-2019-08	Fleet Maintenance	NC
FS-TS-2020-04	General MPS Vehicle Conversion	v1
FS-TS-2020-05	Installation of Communications Equipment in MPS Vehicles	v1
FS-TS-2020-07	Application of Livery to MPS Vehicles	v1
FS-TS-2020-13	Installation of Warning Systems for MPS Vehicles	v1
FS-TS-2021-01	Vehicle Condition	v1
FS-TS-2021-02	Fleet SMR Providers Working on MPS Premises	v1

2. Authority Responsibilities Schedule

1 Definitions

- 1.1 Unless expressly defined in this Schedule, capitalised expressions will have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

2 Introduction

- 2.1 This Schedule sets out the key activities and deliverables which the Authority will be responsible for providing to facilitate the implementation and the provision of the Services by the Supplier (the “**Authority Responsibilities**”).
- 2.2 Identification and performance of the Authority Responsibilities is to ensure the Services are successfully implemented and delivered and to enable both parties to fully perform their obligations under this Agreement.
- 2.3 The parties agree to act reasonably and in good faith in connection with the application of the Authority Responsibilities.

3 Authority Responsibilities

- 3.1 The Authority Responsibilities are as set out in **Appendix 1** to this Schedule.

Appendix 1

Authority Responsibilities

1 General Obligations

1.1 The Authority will:

- 1.1.1 perform those obligations which are set out in the clauses of this Agreement and the paragraphs of the Schedules (except Schedules 24 (Services Description) and 27 (Supplier Solution) unless referred to in this Schedule);
- 1.1.2 pay all sums due and payable to the Supplier on their due date and in accordance with the Agreement;
- 1.1.3 not unreasonably withhold or delay any Approval, consent or notification required of it;
- 1.1.4 use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term;
- 1.1.5 provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement during the Authority's normal working hours of 09:00 hrs to 17:00 hrs on each Working Day or otherwise as agreed by the Authority (such agreement not to be unreasonably withheld or delayed);
- 1.1.6 procure that its Authorised Representatives and others of its staff fulfilling the Authority's roles and duties under this Agreement perform their roles and duties promptly, diligently and in good faith;
- 1.1.7 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
- 1.1.8 provide the Supplier (and its Sub-contractors) with access to such parts of the Authority Premises as the Supplier reasonably requires to perform its obligations under this Agreement.

2 Mobilisation and Transition

2.1 Under the Mobilisation and Transition Plan, the Authority is responsible for:

- 2.1.1 providing a sufficient and suitably qualified dedicated Authority project team (including Authorised Representatives) that is appropriately resourced and responsive to fulfil the Authority's roles and duties under the Mobilisation and Transition Plan;
- 2.1.2 supporting with the transition of resources from the incumbent Supplier; and
- 2.1.3 facilitating consultations with the incumbent Supplier and the relevant trade unions, regardless of the Supplier's obligation to manage the transition of staff.

2.2 During mobilisation and Transition, the Authority will agree the following with the Supplier:

- (i) the application of any additional or updated Technical Standards;
- (ii) use of Authority IT systems as per Section 3.4.1 of the Services Description Schedule;
- (iii) Supplier locations as per Section 3.2.3 of the Services Description Schedule;
- (iv) weekly mileage information as per Section 4.13.3 of the Services Description Schedule;

- (v) first notification of defect or loss as per Section 4.14 of the Services Description Schedule;
- (vi) the end of life vehicle process as per Section 4.19 of the Services Description Schedule, including the notification process for when an operational vehicle will be removed from service;
- (vii) decontamination process as per Section 4.22 of the Services Description Schedule, including the procedure for dealing with a contaminated vehicle on the Supplier's premises; and
- (viii) content of documentation to be shared via Box as per Section 4.41.1 of the Services Description Schedule.

3 End of Life Vehicles and Preparation for Sale

- 3.1 The Authority will confirm when an operational vehicle will be removed from service via the Systems Integrator.

3. Business Continuity and Disaster Recovery Plan Schedule

1 Definitions

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Business Continuity Plan has the meaning given in paragraph 2.2 of this Schedule;

Business Continuity Services has the meaning given in paragraph 2.2 of this Schedule;

the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of ten (10) Working Days or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period.

2 Business Continuity – Principles and Contents

2.1 The Business Continuity Plan to be included in Appendix 1 of this Schedule prior to the Commencement Date, shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Authority expressly states otherwise in writing:

2.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and

2.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

2.2 The Business Continuity Plan shall:

2.2.1 address the various possible levels of failures of or disruptions to the Services;

2.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps are the "**Business Continuity Services**");

2.2.3 specify any applicable KPIs with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the KPIs in respect of other Services during any period of invocation of the Business Continuity Plan; and

2.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

3 Disaster Recovery – Principles and Contents

3.1 The Disaster Recovery Plan to be included in Appendix 2 of this Schedule prior to the Commencement Date, shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

3.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

3.3 The Disaster Recovery Plan shall include the following:

- 3.3.1 the technical design and build specification of the disaster recovery system;
- 3.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the disaster recovery system and the provision of the disaster recovery Services and any testing of the same including but not limited to the following:
 - (i) identification of those reasonably foreseeable potential disaster scenarios applicable to the Services delivered;
 - (ii) invocation rules;
 - (iii) risk analysis;
 - (iv) documentation of processes and procedures;
 - (v) service recovery procedures; and
 - (vi) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;
- 3.3.3 any applicable KPIs with respect to the provision of disaster recovery Services and details of any agreed relaxation to the KPIs in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- 3.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 3.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 3.3.6 testing and management arrangements.

Appendix 1

Business Continuity Plan

[To be provided by the Supplier prior to the Commencement Date.]

Appendix 2

Disaster Recovery Plan

[To be provided by the Supplier prior to the Commencement Date.]

4. Change Control Procedure Schedule

1 Definitions

- 1.1 Unless expressly defined in this Schedule, capitalised expressions shall have the meanings set out in clause 1 (Definitions and Interpretation) of the Agreement.

2 Principles

- 2.1 Where the Authority or the Supplier sees a need to change this Agreement including to any of the Services, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 3 of this Schedule.
- 2.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.
- 2.3 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 2.4 Any work undertaken by the Supplier and the Supplier's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule shall be undertaken entirely at the expense and liability of the Supplier.

3 Procedures

- 3.1 Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
- 3.1.1 no further action being taken; or
 - 3.1.2 a written request of the proposed Change by the Authority; or
 - 3.1.3 a written recommendation of the proposed Change by the Supplier.
- 3.2 Notwithstanding the terms under clause 41.2 (Contract change) of the Agreement, where a written request for a Change is submitted from the Authority, the Supplier shall, unless otherwise agreed, prepare a draft Change Request and provide to the Authority within five (5) Working Days of the Supplier receiving the Authority's written request.
- 3.3 Notwithstanding the terms under clause 41.3 (Contract change) of the Agreement, a written recommendation for a Change by the Supplier shall be submitted directly to the Authority in the form of a draft Change Request. The Authority shall give its response to the draft Change Request within two (2) weeks of receipt of the draft Change Request.
- 3.4 Each draft Change Request must be completed in the template set out in **Appendix 1** of this Schedule, which contains:
- 3.4.1 the title of the Change;
 - 3.4.2 the originator and date of the request or recommendation for the Change;
 - 3.4.3 the reason for the Change;
 - 3.4.4 full details of the Change, including any specifications;
 - 3.4.5 the price of the Change (if any);
 - 3.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;
 - 3.4.7 a schedule of payments (if appropriate);
 - 3.4.8 details of the likely impact of the Change (if any) on other aspects of this Agreement including:
 - (a) the timetable for the provision of the Change;
 - (b) the personnel to be provided;
 - (c) the Charges;
 - (d) the documentation to be provided;

- (e) the training to be provided;
 - (f) working arrangements; and
 - (g) other contractual issues;
- 3.4.9 the date of expiry of validity of the Change Request; and
- 3.4.10 provision for signature by the Authority and the Supplier.
- 3.5 For each draft Change Request submitted by the Supplier the Authority shall, within the period of the validity of the draft Change Request:
 - 3.5.1 allocate a sequential number to the draft Change Request; and
 - 3.5.2 evaluate the draft Change Request and, as appropriate:
 - (a) request further information; or
 - (b) arrange for one (1) copy of the draft Change Request to be signed by or on behalf of the Authority and return to the Supplier; or
 - (c) notify the Supplier of the rejection of the draft Change Request.
- 3.6 A Change Request signed by the Authority and by the Supplier shall constitute an amendment to this Agreement including to any of the Services.
- 4 Trials and Proofs of Concepts**
- 4.1 The Authority may at any time agree to the Supplier undertaking a trial or proof of concept, provided such trial or proof of concept is within the scope of the Services as set out in the Services Description Schedule of this Agreement.
- 4.2 Prior to the commencement of the trial or proof of concept the parties shall confirm in writing the scope, purpose, required outcomes and the duration of the trial or proof of concept.
- 4.3 Any such trial or proof of concept shall be subject to the following:
 - 4.3.1 the Parties will agree the costs payable for any trial or proof of concept before commencement of work;
 - 4.3.2 the purpose of any trial will be to assist the Authority to understand a new product or service;
 - 4.3.3 the trial or proof of concept is temporary and is limited to an agreed reasonable duration;
 - 4.3.4 the Supplier shall comply with the terms and conditions of this Agreement when supplying any trial or proof of concept (with the exception of Charges);
- 4.4 The Authority does not provide any guarantee that a Change Request shall be entered into in respect to any services resulting from a trial or proof of concept.
- 4.5 The Authority reserve the right to use any information and materials provided by the Supplier as a result of the trial or proof of concept in any subsequent procurement of services in accordance with public procurement law.

Appendix 1

Change Request Template

Change Request

This Change Request is issued in accordance with and is subject to the Agreement referenced below between the Authority and Rivas Fleet Solutions Limited (the "Supplier") and sets out a variation to the Agreement. All other terms and conditions of the Agreement, including pricing not specified within this Change Request, remain unchanged.

CR NO.:	TITLE:	DATE RAISED:
AGREEMENT:	TYPE OF CHANGE:	REQUIRED BY DATE:
RAISED BY:		
REASON FOR THE CHANGE:		
FULL DESCRIPTION OF THE REQUESTED OR RECOMMENDED CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE AGREEMENT OR SPECIFICATIONS):		
QUOTATION (<i>if applicable</i>) (INCLUDES AMENDMENTS TO FEES/COST OF CHANGE):		
IMPLEMENTATION PLAN (INCLUDING TIMETABLE FOR THE IMPLEMENTATION AND PROPOSALS FOR ACCEPTANCE OF THE CHANGE):		
PAYMENT SCHEDULE (<i>if applicable</i>):		
IMPACT OF THE CHANGE ON OTHER ASPECTS OF THE AGREEMENT (INCLUDING THE TIMETABLE FOR THE PROVISION OF THE CHANGE, PERSONNEL TO BE PROVIDED, CHARGES, DOCUMENTATION AND TRAINING TO BE PROVIDED, WORKING ARRANGEMENTS AND OTHER CONTRACTUAL ISSUES):		
EXPIRY DATE OF THE VALIDITY OF THE CHANGE REQUEST (DAY/MONTH/YEAR):		
SIGNED ON BEHALF OF THE AUTHORITY:	SIGNED ON BEHALF OF THE SUPPLIER:	
Signature:	Signature:	
Name:	Name:	
Position:	Position:	
Date:	Date:	

5. Charges, Payment and Invoicing Schedule

1. General Provisions and Definitions

1.1. This Schedule details:

- 1.1.1. the Charges for the Services that relate to Procurement 1 – Emergency Response Vehicle Repair as defined in the associated Services Description;
- 1.1.2. the payment terms/profile for the Charges;
- 1.1.3. the invoicing procedure; and
- 1.1.4. the procedure applicable to any adjustments of the Charges.

1.2. In this Schedule, unless set out in paragraph 1.3 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.3. Notwithstanding paragraph 1.2 above, the following definitions shall apply:

Core Charges	means the Fixed Price Maintenance Fee, the Variable Price Maintenance Labour Fee and the Variable Price Maintenance Parts Fee as detailed in paragraph 2 of Appendix 1 (Charges) to this Schedule
Fixed Price Maintenance Fee	means the per unit cost in respect of the fixed price maintenance services as detailed in paragraph 3 of Appendix 1 (Charges) to this Schedule
Fixed Price Maintenance Fee Markup	means the percentage applied to the Fixed Price Maintenance Fee to reflect the Supplier's return on providing the fixed price maintenance services as detailed in paragraph 3 of Appendix 1 (Charges) to this Schedule
Service Period	shall have the same meaning set out in the Performance Regime Schedule of this Agreement
Vehicle	shall have the same meaning set out in the Performance Regime Schedule of this Agreement
Variable Price Maintenance Labour Fee	means the per hour labour fee payable in respect of the vehicle maintenance and repairs by Vehicle type and fuel type as detailed in paragraph 4 of Appendix 1 (Charges) to this Schedule
Variable Price Maintenance Parts Fee	means the variable parts fee payable in respect of parts, materials or sundries used to provide vehicle maintenance or repairs by Vehicle type and fuel type as detailed in paragraph 5 of Appendix 1 (Charges) to this Schedule
Variable Price Maintenance Parts Fee Markup	means the percentage applied to the aggregate Variable Price Maintenance Parts Fee to reflect the Supplier's return on providing the parts, materials or sundries used to provide maintenance or repair services as detailed in paragraph 5 of Appendix 1 (Charges) to this Schedule

2. Agreement Charges

2.1. The Charges referred to in paragraph 1.1.1 above are set out in Appendix 4 (Fixed Price Maintenance Fees and Markup), Appendix 5 (Variable Price Maintenance Labour Fees) and Appendix 6 (Variable Price Maintenance Parts Fees Markup) to this Schedule.

2.2. The Supplier acknowledges and agrees that:

- 2.2.1. the Charges may be varied based on performance as detailed in the Performance Regime Schedule of this Agreement;

2.2.2. the Charges will be varied in the absence of an Ethical Sourcing Action Plan submitted by the Supplier to the Authority for acceptance within one (1) month of the Commencement Date as referred to in clause 3.10.6 of clause 3.10 (Ethical Trading) in the Responsible Procurement Schedule of this Agreement; and

2.2.3. subject to paragraph 5 (Adjustment of Charges) below, the Charges cannot be increased during the Term.

3. **Payment Terms/Payment Profile**

3.1. The payment terms/profile which are applicable to this Agreement are set out in Appendix 2 (Payment Terms/Profile) to this Schedule.

4. **Invoicing Procedure**

4.1. The Authority shall pay all undisputed Charges to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Authority in paragraph 4.4 below and in accordance with the provisions of this Agreement.

4.2. The Supplier shall ensure that each invoice shall be submitted electronically and must specify:

4.2.1. all appropriate references, including the unique purchase order reference number; and

4.2.2. a detailed breakdown of the Services, including the milestone(s) (if any) within this Agreement against the applicable due and payable Charges; and

4.2.3. show separately:

(i) any adjustments to the Charges in accordance with the Performance Regime Schedule to this Agreement;

(ii) the VAT added to the undisputed Charges in accordance with this Agreement and the tax point date relating to the rate of VAT shown; and

(iii) any other documentation reasonably required by the Authority to substantiate that the invoice is a Valid Invoice.

4.3. All payments due by one party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Agreement, in cleared funds, to such bank or building society account as the recipient party may from time to time direct.

4.4. As at the Contract Signature Date, the Supplier shall submit invoices directly to SSCL by email to sscl.mps.ap@police.sscl.com for payment or via MPS e-invoicing mechanisms. The Supplier will engage with Commercial Services (CommercialMailbox@met.police.uk) to explore e-invoicing options. The Authority may change this invoicing method from time to time with prior written notification to the Supplier in accordance with the Notices Schedule of this Agreement.

4.5. As at the Contract Signature Date and where it is specified in this Agreement that the Authority is entitled to submit an invoice to the Supplier, the Authority shall submit invoices directly to:

Rivus Fleet Solutions Limited
2620 Kings Court
The Crescent
Birmingham Business Park
Solihull
B37 7YE

4.6. The Supplier may change the above invoicing submission details with prior written notification to the Authority in accordance with the Notices Schedule of this Agreement.

5. **Adjustment of Charges**

5.1. The Charges shall only be varied:

5.1.1. due to a change in law in relation to which the parties agree that a change is required to all or part of the Charges (Legislative Change);

5.1.2. due to the absence of an Ethical Sourcing Action Plan submitted by the Supplier to the Authority for acceptance within one (1) month of the Commencement Date as described in paragraph 2.2.2 above;

- 5.1.3. in accordance with the Indexation submitted by the Supplier and agreed by the Authority as part of this Agreement and as set out in Appendix 3 (Indexation) to this Schedule;
 - 5.1.4. in accordance with any Incentive Multiple, Incentive Payment or payment of any Joint KPI Incentive Payment (each as defined and applied in accordance with the Performance Regime Schedule of this Agreement);
 - 5.1.5. where all or part of the Charges are reduced as a result of a deduction of the Core Charges in accordance with the Performance Regime Schedule of this Agreement;
 - 5.1.6. where all or part of the Charges are reduced as a result of a review of the Charges in accordance with the Continuous Improvement Schedule of this Agreement;
 - 5.1.7. where all or part of the Charges are reduced as a result of a review of Charges in accordance with the Value for Money Schedule (Benchmarking) of this Agreement;
 - 5.1.8. where all or part of the Charges are reduced because of a review of the Charges in accordance with paragraph 6 below; or
 - 5.1.9. where all or part of the Charges are reviewed and reduced in accordance with paragraph 7 below.
- 5.2. Subject to paragraphs 5.1.1 to 5.1.9 above, the Charges will remain fixed for the Term.
- 6. Supplier Periodic Assessment of Agreement Charges**
- 6.1. Every six (6) months during the Term, the Supplier shall assess the level of the Charges to consider whether it is necessary to vary them.
- 6.2. Such assessments by the Supplier under paragraph 6.1 above shall be carried out on 1 May and 1 December in each Contract Year (or if such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). If the Parties agree to vary all or part of the Charges such changes shall be implemented in accordance with paragraph 7 below.
- 7. Implementation of Adjusted Charges**
- 7.1. Variations in accordance with the provisions of this Schedule to all or part of the Charges (as the case may be) must be approved by the Authority and the parties shall amend the Charges in accordance with the Change Control Procedure to reflect such variations.
- 8. Termination Charges**
- 8.1. Termination Charges set out in Appendix 7 are due and payable six (6) months prior to the Contract End Date.

Appendix 1

Charges

1. Charges

1.1. The Charges are made up of the following:

- 1.1.1. the Core Charges set out in paragraph 2 below in this Appendix 1; and
- 1.1.2. the Fixed Price Maintenance Fee Markup set out in Appendix 4 (Fixed Price Maintenance Fees and Markup) and the Variable Price Maintenance Parts Fee Markup set out in Appendix 6 (Variable Price Maintenance Parts Fees Markup) to this Schedule. The Charges referred to in this paragraph 1.1.2 are excluded from the calculation of any Incentive Multiple payments referred to in the Performance Regime Schedule of this Agreement; and
- 1.1.3. the additional charges and/or discounts set out in paragraph 6 (Additional Charges and Discounts) below in this Appendix 1.

2. Core Charges

- 2.1. The Core Charges are those directly incurred for the core activities of service, maintenance and repair activity undertaken by the Supplier in accordance with the provisions of this Agreement.
- 2.2. The Core Charges are split into three (3) different fees based on the types of activity undertaken:
 - 2.2.1. the Fixed Price Maintenance Fee;
 - 2.2.2. the Variable Price Maintenance Labour Fee; and
 - 2.2.3. the Variable Price Maintenance Parts Fee.

3. Fixed Price Maintenance Fee

- 3.1. The Supplier shall be paid for all fixed price maintenance activity completed on Vehicles by way of the Fixed Price Maintenance Fee and Fixed Price Maintenance Fee Markup.
- 3.2. As at the Commencement Date the Fixed Price Maintenance Fees and the Fixed Price Maintenance Fee Markup is as shown in Appendix 4 (Fixed Price Maintenance Fees and Markup) to this Schedule.
- 3.3. The Fixed Price Maintenance Fee Markup as set out in Appendix 4 (Fixed Price Maintenance Fees and Markup) to this Schedule shall remain a fixed percentage for the Term of this Agreement and applied as a percentage to the Fixed Price Maintenance Fees. The Fixed Price Maintenance Fee Markup percentage number shall not be amended by any Indexation.
- 3.4. For each Service Period the Supplier shall be entitled to invoice the total aggregate fees for maintenance events covered by the appropriate Fixed Price Maintenance Fees calculated by reference to the numbers of maintenance of activities of that type conducted and completed by the Supplier within the Service Period. The volume of activity conducted within the Service Period is to be submitted to the Authority in accordance with the Governance Schedule of this Agreement. The Supplier shall also be entitled to invoice the Fixed Price Maintenance Fee Markup as applied to the Fixed Price Maintenance Fee invoiced for the Service Period in question.
- 3.5. The Fixed Price Maintenance Fees set out in Appendix 4 (Fixed Price Maintenance Fees and Markup) shall be fixed for the first Contract Year of this Agreement and then for the following Contract Year such Fixed Price Maintenance Fees shall be subject to Indexation in accordance with the provisions set out in Appendix 3 (Indexation) to this Schedule.
- 3.6. The Supplier acknowledges that the Fixed Price Maintenance Fee and the Fixed Price Maintenance Fee Markup encompass the Supplier's total charges for all fixed price maintenance activity completed on the fleet pursuant to this Agreement and shall cover all charges of the Supplier including, without limitation, all fees, costs, labour, parts, software fees, markup, incidental expenses, overheads and any other costs incurred by the Supplier in providing the fixed price maintenance activity pursuant to this Agreement.

4. Variable Price Maintenance Labour Fee

- 4.1. The Supplier shall be paid for all variable price maintenance or repair activity that is not covered by a Fixed Price Maintenance Fee by way of the Variable Price Maintenance Labour Fee applicable to each Vehicle repaired within the scope of this Agreement and in each Service Period.

- 4.2. As at the Commencement Date the Variable Price Maintenance Labour Fee is as shown in Appendix 5 (Variable Price Maintenance Labour Fees) to this Schedule.
- 4.3. For each Service Period the Supplier shall be entitled to invoice the Variable Price Maintenance Labour Fee multiplied by the volume of activity in labour hours conducted within the Service Period. The volume of activity conducted within the Service Period is to be submitted to the Authority in accordance with the Governance Schedule of this Agreement.
- 4.4. The Variable Price Maintenance Labour Fee shall be fixed for the first Contract Year of this Agreement and then for the following Contract Years is subject to Indexation in accordance with the provisions set out in Appendix 3 (Indexation) to this Schedule.
- 4.5. The Supplier acknowledges that the Variable Price Maintenance Labour Fee encompass the Supplier's total labour charges for all variable price maintenance repair activity for each Vehicle in a Service Period and shall cover all charges of the Supplier including, without limitation, all fees, costs, labour, recovery, markup, incidental expenses, road usage fees, overheads and any other costs incurred by the Supplier in providing the variable price maintenance labour activity pursuant to this Agreement. No markup is to be applied by the Supplier to the Variable Price Maintenance Labour Fee.

5. Variable Price Maintenance Parts Fee

- 5.1. The Supplier shall be paid for all parts, materials or sundries used to complete the variable price maintenance or repair activity by way of the Variable Price Maintenance Parts Fee applicable to each Vehicle repaired within the scope of this Agreement, in each Service Period and the Variable Price Maintenance Parts Fee Markup.
- 5.2. The Supplier shall ensure that the Variable Price Maintenance Parts Fee represents value for money to the Authority throughout the Term and in compliance with the Value for Money Schedule of this Agreement.
- 5.3. As at the Commencement Date the Variable Price Maintenance Parts Fee Markup is as shown in Appendix 6 (Variable Price Maintenance Parts Fees Markup) to this Schedule.
- 5.4. The Variable Price Maintenance Parts Fee Markup as set out in Appendix 6 (Variable Price Maintenance Parts Fees Markup) to this Schedule shall remain a fixed percentage for the Term of this Agreement and applied as a percentage to the Variable Price Maintenance Parts Fee. The Variable Price Maintenance Parts Fee Markup percentage number shall not be amended by any Indexation.
- 5.5. For each Service Period the Supplier shall be entitled to invoice the total aggregate fees for parts, materials or sundries covered by the Variable Price Maintenance Parts Fee in respect activity conducted within the Service Period. The Supplier shall also be entitled to invoice the Variable Price Maintenance Parts Fee Markup invoiced for the Service Period in question.
- 5.6. The Supplier acknowledges that the Variable Price Maintenance Parts Fee and the Variable Price Maintenance Parts Fee Markup encompass the Supplier's total charges for all supplying parts, materials and sundries for each Vehicle in a Service Period and shall cover all charges of the Supplier including, without limitation, all fees, costs, labour to source the parts, recovery, markup, incidental expenses, road usage fees, overheads and any other costs incurred by the Supplier in providing the variable price maintenance parts activity pursuant to this Agreement.

6. Additional Charges and Discounts

- 6.1. The Core Charges detailed in paragraph 2 (Core Charges) of this **Appendix 1** (Charges) may be either supplemented or discounted based on the Supplier's performance against KPIs as detailed in the Performance Regime Schedule of this Agreement.

Appendix 2
Payment Terms/Profile

All payments due by one party to the other shall be made within thirty (30) days of receipt of a Valid Invoice.

Appendix 3
Indexation

At the end of each Contract Year during the Term, commencing at the end of the first Contract Year, Indexation shall be applied to the then current Core Charges to become the revised Fixed Price Maintenance Fee and the Variable Price Maintenance Labour Fee (as set out by Vehicle type and fuel type) for the following Contract Year.

Where Indexation is applied (as set out in the definition 'Indexation' in clause 1 (Definitions and interpretation) in the Agreement), the relevant adjustment shall be applied from the first day of the following Contract Year.

Table 1 below contains limb (a) elements of the definition of 'Indexation'.

Firstly, the then current Core Charges shall be adjusted by the deflation percentage (if any) in Table 1 applicable to the Contract Year in question.

Secondly, as per part (b) of the definition of 'Indexation', those updated Core Charges shall be adjusted by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date.

Except as set out in this **Appendix 3** (Indexation), neither the Core Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

Table 1: Deflation of Core Charges

Contract year/ Operational Role	Fuel Type	Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7	Yr8	Yr9	Yr10
All vehicles	Any	n/a	0%	0%	0%	0%	0%	0%	0%	0%	0%

Appendix 4

Fixed Price Maintenance Fees and Markup

Vehicle type	Activity Type	Fuel Type	Markup	Price per activity (£)
Area Car	Air Conditioning - Re-gas	Diesel	15	£221.88
Area Car	Air Conditioning - Re-gas	Petrol	15	£128.84
Area Car	Air Conditioning - Re-gas	Phev	15	£90.35
Area Car	Air Conditioning - Re-gas	Electric	15	£0.00
Area Car	Battery	Diesel	15	£254.23
Area Car	Battery	Petrol	15	£243.76
Area Car	Battery	Phev	15	£164.17
Area Car	Battery	Electric	15	£0.00
Area Car	Brake - Disc front	Diesel	15	£774.81
Area Car	Brake - Disc front	Petrol	15	£703.54
Area Car	Brake - Disc front	Phev	15	£439.62
Area Car	Brake - Disc front	Electric	15	£0.00
Area Car	Brake - Disc rear	Diesel	15	£599.38
Area Car	Brake - Disc rear	Petrol	15	£433.14
Area Car	Brake - Disc rear	Phev	15	£317.39
Area Car	Brake - Disc rear	Electric	15	£0.00
Area Car	Brake - Pads front	Diesel	15	£211.08
Area Car	Brake - Pads front	Petrol	15	£570.08
Area Car	Brake - Pads front	Phev	15	£197.47
Area Car	Brake - Pads front	Electric	15	£0.00
Area Car	Brake - Pads rear	Diesel	15	£157.74
Area Car	Brake - Pads rear	Petrol	15	£247.31
Area Car	Brake - Pads rear	Phev	15	£149.03
Area Car	Brake - Pads rear	Electric	15	£0.00
Area Car	Brake - Parking	Diesel	15	£28.41
Area Car	Brake - Parking	Petrol	15	£49.71
Area Car	Brake - Parking	Phev	15	£56.82
Area Car	Brake - Parking	Electric	15	£0.00
Area Car	Clutch Assembly	Diesel	15	£0.00
Area Car	Clutch Assembly	Petrol	15	£0.00
Area Car	Clutch Assembly	Phev	15	£0.00
Area Car	Clutch Assembly	Electric	15	£0.00
Area Car	DPF - Regeneration	Diesel	15	£35.51
Area Car	DPF - Regeneration	Petrol	15	£0.00
Area Car	DPF - Regeneration	Phev	15	£35.51
Area Car	DPF - Regeneration	Electric	15	£0.00
Area Car	Headlamp - Alignment	Diesel	15	£14.20
Area Car	Headlamp - Alignment	Petrol	15	£28.41
Area Car	Headlamp - Alignment	Phev	15	£14.20
Area Car	Headlamp - Alignment	Electric	15	£0.00
Area Car	Headlamp - Assembly	Diesel	15	£1,471.63
Area Car	Headlamp - Assembly	Petrol	15	£5,840.32
Area Car	Headlamp - Assembly	Phev	15	£3,183.65
Area Car	Headlamp - Assembly	Electric	15	£0.00
Area Car	MOT - Class I and II	Diesel	15	£0.00
Area Car	MOT - Class I and II	Petrol	15	£0.00
Area Car	MOT - Class I and II	Phev	15	£0.00
Area Car	MOT - Class I and II	Electric	15	£0.00
Area Car	MOT - Class IV and V	Diesel	15	£48.95
Area Car	MOT - Class IV and V	Petrol	15	£48.95
Area Car	MOT - Class IV and V	Phev	15	£48.95
Area Car	MOT - Class IV and V	Electric	15	£0.00
Area Car	MOT - Class VII	Diesel	15	£0.00
Area Car	MOT - Class VII	Petrol	15	£0.00
Area Car	MOT - Class VII	Phev	15	£0.00
Area Car	MOT - Class VII	Electric	15	£0.00
Area Car	MOT - HGV/LGV	Diesel	15	£0.00
Area Car	MOT - HGV/LGV	Petrol	15	£0.00
Area Car	MOT - HGV/LGV	Phev	15	£0.00
Area Car	MOT - HGV/LGV	Electric	15	£0.00
Area Car	Service - Condition - Air Filter	Diesel	15	£45.26
Area Car	Service - Condition - Air Filter	Petrol	15	£101.52
Area Car	Service - Condition - Air Filter	Phev	15	£33.77
Area Car	Service - Condition - Air Filter	Electric	15	£0.00
Area Car	Service - Condition - Brake fluid change	Diesel	15	£28.24
Area Car	Service - Condition - Brake fluid change	Petrol	15	£77.95
Area Car	Service - Condition - Brake fluid change	Phev	15	£38.96
Area Car	Service - Condition - Brake fluid change	Electric	15	£0.00
Area Car	Service - Condition - Cambelt	Diesel	15	£0.00
Area Car	Service - Condition - Cambelt	Petrol	15	£0.00
Area Car	Service - Condition - Cambelt	Phev	15	£353.56
Area Car	Service - Condition - Cambelt	Electric	15	£0.00
Area Car	Service - Condition - Coolant	Diesel	15	£107.48
Area Car	Service - Condition - Coolant	Petrol	15	£107.48
Area Car	Service - Condition - Coolant	Phev	15	£98.02
Area Car	Service - Condition - Coolant	Electric	15	£0.00
Area Car	Service - Condition - Fuel filter	Diesel	15	£51.11
Area Car	Service - Condition - Fuel filter	Petrol	15	£0.00
Area Car	Service - Condition - Fuel filter	Phev	15	£81.55
Area Car	Service - Condition - Fuel filter	Electric	15	£0.00
Area Car	Service - Condition - Oil and filter	Diesel	15	£104.57
Area Car	Service - Condition - Oil and filter	Petrol	15	£122.64
Area Car	Service - Condition - Oil and filter	Phev	15	£104.44
Area Car	Service - Condition - Oil and filter	Electric	15	£0.00
Area Car	Service - Condition - Pollen filter	Diesel	15	£66.93
Area Car	Service - Condition - Pollen filter	Petrol	15	£149.22
Area Car	Service - Condition - Pollen filter	Phev	15	£45.12

Charges, Payment and Invoicing Schedule

Contract 1

Area Car	Service - Condition - Pollen filter	Electric	15	£0.00
Area Car	Service - Condition - Response vehicle safety check	Diesel	15	£71.02
Area Car	Service - Condition - Response vehicle safety check	Petrol	15	£71.02
Area Car	Service - Condition - Response vehicle safety check	Phev	15	£71.02
Area Car	Service - Condition - Response vehicle safety check	Electric	15	£0.00
Area Car	Service - Condition - Spark plugs	Diesel	15	£0.00
Area Car	Service - Condition - Spark plugs	Petrol	15	£117.43
Area Car	Service - Condition - Spark plugs	Phev	15	£79.78
Area Car	Service - Condition - Spark plugs	Electric	15	£0.00
Area Car	Service - Condition - Transmission fluid	Diesel	15	£132.56
Area Car	Service - Condition - Transmission fluid	Petrol	15	£216.59
Area Car	Service - Condition - Transmission fluid	Phev	15	£250.81
Area Car	Service - Condition - Transmission fluid	Electric	15	£0.00
Area Car	Service - Electrical EICR Report	Diesel	15	£71.02
Area Car	Service - Electrical EICR Report	Petrol	15	£71.02
Area Car	Service - Electrical EICR Report	Phev	15	£71.02
Area Car	Service - Electrical EICR Report	Electric	15	£0.00
Area Car	Service - HGV/LGV Safety Inspection	Diesel	15	£0.00
Area Car	Service - HGV/LGV Safety Inspection	Petrol	15	£0.00
Area Car	Service - HGV/LGV Safety Inspection	Phev	15	£0.00
Area Car	Service - HGV/LGV Safety Inspection	Electric	15	£0.00
Area Car	Service - HGV/LGV Smoke Test	Diesel	15	£0.00
Area Car	Service - HGV/LGV Smoke Test	Petrol	15	£0.00
Area Car	Service - HGV/LGV Smoke Test	Phev	15	£0.00
Area Car	Service - HGV/LGV Smoke Test	Electric	15	£0.00
Area Car	Service - LOLER	Diesel	15	£0.00
Area Car	Service - LOLER	Petrol	15	£0.00
Area Car	Service - LOLER	Phev	15	£0.00
Area Car	Service - LOLER	Electric	15	£0.00
Area Car	Service - Mileage - A	Diesel	15	£78.12
Area Car	Service - Mileage - A	Petrol	15	£71.02
Area Car	Service - Mileage - A	Phev	15	£76.91
Area Car	Service - Mileage - A	Electric	15	£0.00
Area Car	Service - Mileage - B	Diesel	15	£78.12
Area Car	Service - Mileage - B	Petrol	15	£71.02
Area Car	Service - Mileage - B	Phev	15	£102.95
Area Car	Service - Mileage - B	Electric	15	£0.00
Area Car	Service - Mileage - C	Diesel	15	£78.12
Area Car	Service - Mileage - C	Petrol	15	£71.02
Area Car	Service - Mileage - C	Phev	15	£69.81
Area Car	Service - Mileage - C	Electric	15	£0.00
Area Car	Service - Mileage - D	Diesel	15	£78.12
Area Car	Service - Mileage - D	Petrol	15	£71.02
Area Car	Service - Mileage - D	Phev	15	£102.95
Area Car	Service - Mileage - D	Electric	15	£0.00
Area Car	Service - Night heater	Diesel	15	£35.51
Area Car	Service - Night heater	Petrol	15	£35.51
Area Car	Service - Night heater	Phev	15	£35.51
Area Car	Service - Night heater	Electric	15	£0.00
Area Car	Service - Tail lift	Diesel	15	£0.00
Area Car	Service - Tail lift	Petrol	15	£0.00
Area Car	Service - Tail lift	Phev	15	£0.00
Area Car	Service - Tail lift	Electric	15	£0.00
Area Car	Turbocharger	Diesel	15	£877.12
Area Car	Turbocharger	Petrol	15	£2,762.35
Area Car	Turbocharger	Phev	15	£1,475.50
Area Car	Turbocharger	Electric	15	£0.00
Area Car	Tyre - Puncture repair	Diesel	15	£46.01
Area Car	Tyre - Puncture repair	Petrol	15	£46.01
Area Car	Tyre - Puncture repair	Phev	15	£46.01
Area Car	Tyre - Puncture repair	Electric	15	£0.00
Area Car	Vehicle Clean	Diesel	15	£81.52
Area Car	Vehicle Clean	Petrol	15	£81.52
Area Car	Vehicle Clean	Phev	15	£81.52
Area Car	Vehicle Clean	Electric	15	£0.00
Armed Response	Air Conditioning - Re-gas	Diesel	15	£122.95
Armed Response	Air Conditioning - Re-gas	Petrol	15	£0.00
Armed Response	Air Conditioning - Re-gas	Phev	15	£125.24
Armed Response	Air Conditioning - Re-gas	Electric	15	£0.00
Armed Response	Battery	Diesel	15	£243.76
Armed Response	Battery	Petrol	15	£0.00
Armed Response	Battery	Phev	15	£243.76
Armed Response	Battery	Electric	15	£0.00
Armed Response	Brake - Disc front	Diesel	15	£889.13
Armed Response	Brake - Disc front	Petrol	15	£0.00
Armed Response	Brake - Disc front	Phev	15	£718.62
Armed Response	Brake - Disc front	Electric	15	£0.00
Armed Response	Brake - Disc rear	Diesel	15	£521.35
Armed Response	Brake - Disc rear	Petrol	15	£0.00
Armed Response	Brake - Disc rear	Phev	15	£438.09
Armed Response	Brake - Disc rear	Electric	15	£0.00
Armed Response	Brake - Pads front	Diesel	15	£327.64
Armed Response	Brake - Pads front	Petrol	15	£0.00
Armed Response	Brake - Pads front	Phev	15	£274.11
Armed Response	Brake - Pads front	Electric	15	£0.00
Armed Response	Brake - Pads rear	Diesel	15	£186.28
Armed Response	Brake - Pads rear	Petrol	15	£0.00
Armed Response	Brake - Pads rear	Phev	15	£171.04
Armed Response	Brake - Pads rear	Electric	15	£0.00
Armed Response	Brake - Parking	Diesel	15	£56.82
Armed Response	Brake - Parking	Petrol	15	£0.00
Armed Response	Brake - Parking	Phev	15	£56.82
Armed Response	Brake - Parking	Electric	15	£0.00
Armed Response	Clutch Assembly	Diesel	15	£0.00

Charges, Payment and Invoicing Schedule

Contract 1

Armed Response	Clutch Assembly	Petrol	15	£0.00
Armed Response	Clutch Assembly	Phev	15	£0.00
Armed Response	Clutch Assembly	Electric	15	£0.00
Armed Response	DPF - Regeneration	Diesel	15	£35.51
Armed Response	DPF - Regeneration	Petrol	15	£0.00
Armed Response	DPF - Regeneration	Phev	15	£35.51
Armed Response	DPF - Regeneration	Electric	15	£0.00
Armed Response	Headlamp - Alignment	Diesel	15	£14.20
Armed Response	Headlamp - Alignment	Petrol	15	£0.00
Armed Response	Headlamp - Alignment	Phev	15	£14.20
Armed Response	Headlamp - Alignment	Electric	15	£0.00
Armed Response	Headlamp - Assembly	Diesel	15	£6,509.23
Armed Response	Headlamp - Assembly	Petrol	15	£0.00
Armed Response	Headlamp - Assembly	Phev	15	£6,502.90
Armed Response	Headlamp - Assembly	Electric	15	£0.00
Armed Response	MOT - Class I and II	Diesel	15	£0.00
Armed Response	MOT - Class I and II	Petrol	15	£0.00
Armed Response	MOT - Class I and II	Phev	15	£0.00
Armed Response	MOT - Class I and II	Electric	15	£0.00
Armed Response	MOT - Class IV and V	Diesel	15	£48.95
Armed Response	MOT - Class IV and V	Petrol	15	£0.00
Armed Response	MOT - Class IV and V	Phev	15	£48.95
Armed Response	MOT - Class IV and V	Electric	15	£0.00
Armed Response	MOT - Class VII	Diesel	15	£0.00
Armed Response	MOT - Class VII	Petrol	15	£0.00
Armed Response	MOT - Class VII	Phev	15	£0.00
Armed Response	MOT - Class VII	Electric	15	£0.00
Armed Response	MOT - HGV/LGV	Diesel	15	£0.00
Armed Response	MOT - HGV/LGV	Petrol	15	£0.00
Armed Response	MOT - HGV/LGV	Phev	15	£0.00
Armed Response	MOT - HGV/LGV	Electric	15	£0.00
Armed Response	Service - Condition - Air Filter	Diesel	15	£44.71
Armed Response	Service - Condition - Air Filter	Petrol	15	£0.00
Armed Response	Service - Condition - Air Filter	Phev	15	£39.24
Armed Response	Service - Condition - Air Filter	Electric	15	£0.00
Armed Response	Service - Condition - Brake fluid change	Diesel	15	£60.41
Armed Response	Service - Condition - Brake fluid change	Petrol	15	£0.00
Armed Response	Service - Condition - Brake fluid change	Phev	15	£53.02
Armed Response	Service - Condition - Brake fluid change	Electric	15	£0.00
Armed Response	Service - Condition - Cambelt	Diesel	15	£0.00
Armed Response	Service - Condition - Cambelt	Petrol	15	£0.00
Armed Response	Service - Condition - Cambelt	Phev	15	£292.69
Armed Response	Service - Condition - Cambelt	Electric	15	£0.00
Armed Response	Service - Condition - Coolant	Diesel	15	£150.58
Armed Response	Service - Condition - Coolant	Petrol	15	£0.00
Armed Response	Service - Condition - Coolant	Phev	15	£122.92
Armed Response	Service - Condition - Coolant	Electric	15	£0.00
Armed Response	Service - Condition - Fuel filter	Diesel	15	£73.45
Armed Response	Service - Condition - Fuel filter	Petrol	15	£0.00
Armed Response	Service - Condition - Fuel filter	Phev	15	£80.27
Armed Response	Service - Condition - Fuel filter	Electric	15	£0.00
Armed Response	Service - Condition - Oil and filter	Diesel	15	£118.08
Armed Response	Service - Condition - Oil and filter	Petrol	15	£0.00
Armed Response	Service - Condition - Oil and filter	Phev	15	£114.34
Armed Response	Service - Condition - Oil and filter	Electric	15	£0.00
Armed Response	Service - Condition - Pollen filter	Diesel	15	£92.41
Armed Response	Service - Condition - Pollen filter	Petrol	15	£0.00
Armed Response	Service - Condition - Pollen filter	Phev	15	£73.68
Armed Response	Service - Condition - Pollen filter	Electric	15	£0.00
Armed Response	Service - Condition - Response vehicle safety check	Diesel	15	£71.02
Armed Response	Service - Condition - Response vehicle safety check	Petrol	15	£0.00
Armed Response	Service - Condition - Response vehicle safety check	Phev	15	£71.02
Armed Response	Service - Condition - Response vehicle safety check	Electric	15	£0.00
Armed Response	Service - Condition - Spark plugs	Diesel	15	£0.00
Armed Response	Service - Condition - Spark plugs	Petrol	15	£0.00
Armed Response	Service - Condition - Spark plugs	Phev	15	£89.31
Armed Response	Service - Condition - Spark plugs	Electric	15	£0.00
Armed Response	Service - Condition - Transmission fluid	Diesel	15	£236.71
Armed Response	Service - Condition - Transmission fluid	Petrol	15	£0.00
Armed Response	Service - Condition - Transmission fluid	Phev	15	£209.90
Armed Response	Service - Condition - Transmission fluid	Electric	15	£0.00
Armed Response	Service - Electrical EICR Report	Diesel	15	£71.02
Armed Response	Service - Electrical EICR Report	Petrol	15	£0.00
Armed Response	Service - Electrical EICR Report	Phev	15	£71.02
Armed Response	Service - Electrical EICR Report	Electric	15	£0.00
Armed Response	Service - HGV/LGV Safety Inspection	Diesel	15	£0.00
Armed Response	Service - HGV/LGV Safety Inspection	Petrol	15	£0.00
Armed Response	Service - HGV/LGV Safety Inspection	Phev	15	£0.00
Armed Response	Service - HGV/LGV Safety Inspection	Electric	15	£0.00
Armed Response	Service - HGV/LGV Smoke Test	Diesel	15	£0.00
Armed Response	Service - HGV/LGV Smoke Test	Petrol	15	£0.00
Armed Response	Service - HGV/LGV Smoke Test	Phev	15	£0.00
Armed Response	Service - HGV/LGV Smoke Test	Electric	15	£0.00
Armed Response	Service - LOLER	Diesel	15	£0.00
Armed Response	Service - LOLER	Petrol	15	£0.00
Armed Response	Service - LOLER	Phev	15	£0.00
Armed Response	Service - LOLER	Electric	15	£0.00
Armed Response	Service - Mileage - A	Diesel	15	£35.51
Armed Response	Service - Mileage - A	Petrol	15	£0.00
Armed Response	Service - Mileage - A	Phev	15	£75.32
Armed Response	Service - Mileage - A	Electric	15	£0.00
Armed Response	Service - Mileage - B	Diesel	15	£14.20
Armed Response	Service - Mileage - B	Petrol	15	£0.00
Armed Response	Service - Mileage - B	Phev	15	£66.69

Charges, Payment and Invoicing Schedule

Contract 1

Armed Response	Service - Mileage - B	Electric	15	£0.00
Armed Response	Service - Mileage - C	Diesel	15	£14.20
Armed Response	Service - Mileage - C	Petrol	15	£0.00
Armed Response	Service - Mileage - C	Phev	15	£60.35
Armed Response	Service - Mileage - C	Electric	15	£0.00
Armed Response	Service - Mileage - D	Diesel	15	£14.20
Armed Response	Service - Mileage - D	Petrol	15	£0.00
Armed Response	Service - Mileage - D	Phev	15	£66.69
Armed Response	Service - Mileage - D	Electric	15	£0.00
Armed Response	Service - Night heater	Diesel	15	£35.51
Armed Response	Service - Night heater	Petrol	15	£0.00
Armed Response	Service - Night heater	Phev	15	£35.51
Armed Response	Service - Night heater	Electric	15	£0.00
Armed Response	Service - Tail lift	Diesel	15	£0.00
Armed Response	Service - Tail lift	Petrol	15	£0.00
Armed Response	Service - Tail lift	Phev	15	£0.00
Armed Response	Service - Tail lift	Electric	15	£0.00
Armed Response	Turbocharger	Diesel	15	£2,287.05
Armed Response	Turbocharger	Petrol	15	£0.00
Armed Response	Turbocharger	Phev	15	£2,287.05
Armed Response	Turbocharger	Electric	15	£0.00
Armed Response	Tyre - Puncture repair	Diesel	15	£46.01
Armed Response	Tyre - Puncture repair	Petrol	15	£0.00
Armed Response	Tyre - Puncture repair	Phev	15	£46.01
Armed Response	Tyre - Puncture repair	Electric	15	£0.00
Armed Response	Vehicle Clean	Diesel	15	£81.52
Armed Response	Vehicle Clean	Petrol	15	£0.00
Armed Response	Vehicle Clean	Phev	15	£81.52
Armed Response	Vehicle Clean	Electric	15	£0.00
Incident Response	Air Conditioning - Re-gas	Diesel	15	£105.13
Incident Response	Air Conditioning - Re-gas	Petrol	15	£101.77
Incident Response	Air Conditioning - Re-gas	Phev	15	£121.16
Incident Response	Air Conditioning - Re-gas	Electric	15	£88.26
Incident Response	Battery	Diesel	15	£175.35
Incident Response	Battery	Petrol	15	£142.88
Incident Response	Battery	Phev	15	£117.35
Incident Response	Battery	Electric	15	£64.67
Incident Response	Brake - Disc front	Diesel	15	£220.32
Incident Response	Brake - Disc front	Petrol	15	£231.28
Incident Response	Brake - Disc front	Phev	15	£217.82
Incident Response	Brake - Disc front	Electric	15	£183.72
Incident Response	Brake - Disc rear	Diesel	15	£173.42
Incident Response	Brake - Disc rear	Petrol	15	£194.66
Incident Response	Brake - Disc rear	Phev	15	£188.38
Incident Response	Brake - Disc rear	Electric	15	£181.67
Incident Response	Brake - Pads front	Diesel	15	£99.44
Incident Response	Brake - Pads front	Petrol	15	£138.40
Incident Response	Brake - Pads front	Phev	15	£162.68
Incident Response	Brake - Pads front	Electric	15	£160.98
Incident Response	Brake - Pads rear	Diesel	15	£97.37
Incident Response	Brake - Pads rear	Petrol	15	£115.38
Incident Response	Brake - Pads rear	Phev	15	£142.13
Incident Response	Brake - Pads rear	Electric	15	£101.24
Incident Response	Brake - Parking	Diesel	15	£51.49
Incident Response	Brake - Parking	Petrol	15	£51.92
Incident Response	Brake - Parking	Phev	15	£50.94
Incident Response	Brake - Parking	Electric	15	£78.12
Incident Response	Clutch Assembly	Diesel	15	£652.17
Incident Response	Clutch Assembly	Petrol	15	£555.12
Incident Response	Clutch Assembly	Phev	15	£0.00
Incident Response	Clutch Assembly	Electric	15	£0.00
Incident Response	DPF - Regeneration	Diesel	15	£42.91
Incident Response	DPF - Regeneration	Petrol	15	£0.00
Incident Response	DPF - Regeneration	Phev	15	£0.00
Incident Response	DPF - Regeneration	Electric	15	£0.00
Incident Response	Headlamp - Alignment	Diesel	15	£14.20
Incident Response	Headlamp - Alignment	Petrol	15	£14.20
Incident Response	Headlamp - Alignment	Phev	15	£14.20
Incident Response	Headlamp - Alignment	Electric	15	£14.20
Incident Response	Headlamp - Assembly	Diesel	15	£434.71
Incident Response	Headlamp - Assembly	Petrol	15	£507.19
Incident Response	Headlamp - Assembly	Phev	15	£3,352.11
Incident Response	Headlamp - Assembly	Electric	15	£2,974.92
Incident Response	MOT - Class I and II	Diesel	15	£0.00
Incident Response	MOT - Class I and II	Petrol	15	£0.00
Incident Response	MOT - Class I and II	Phev	15	£0.00
Incident Response	MOT - Class I and II	Electric	15	£0.00
Incident Response	MOT - Class IV and V	Diesel	15	£48.95
Incident Response	MOT - Class IV and V	Petrol	15	£48.95
Incident Response	MOT - Class IV and V	Phev	15	£48.95
Incident Response	MOT - Class IV and V	Electric	15	£48.95
Incident Response	MOT - Class VII	Diesel	15	£52.30
Incident Response	MOT - Class VII	Petrol	15	£0.00
Incident Response	MOT - Class VII	Phev	15	£0.00
Incident Response	MOT - Class VII	Electric	15	£0.00
Incident Response	MOT - HGV/LGV	Diesel	15	£0.00
Incident Response	MOT - HGV/LGV	Petrol	15	£0.00
Incident Response	MOT - HGV/LGV	Phev	15	£0.00
Incident Response	MOT - HGV/LGV	Electric	15	£0.00
Incident Response	Service - Condition - Air Filter	Diesel	15	£35.82
Incident Response	Service - Condition - Air Filter	Petrol	15	£41.21
Incident Response	Service - Condition - Air Filter	Phev	15	£43.79
Incident Response	Service - Condition - Air Filter	Electric	15	£0.00
Incident Response	Service - Condition - Brake fluid change	Diesel	15	£48.95

Charges, Payment and Invoicing Schedule

Contract 1

Incident Response	Service - Condition - Brake fluid change	Petrol	15	£34.24
Incident Response	Service - Condition - Brake fluid change	Phev	15	£28.41
Incident Response	Service - Condition - Brake fluid change	Electric	15	£63.75
Incident Response	Service - Condition - Cambelt	Diesel	15	£336.43
Incident Response	Service - Condition - Cambelt	Petrol	15	£382.91
Incident Response	Service - Condition - Cambelt	Phev	15	£0.00
Incident Response	Service - Condition - Cambelt	Electric	15	£0.00
Incident Response	Service - Condition - Coolant	Diesel	15	£75.77
Incident Response	Service - Condition - Coolant	Petrol	15	£56.80
Incident Response	Service - Condition - Coolant	Phev	15	£68.10
Incident Response	Service - Condition - Coolant	Electric	15	£86.67
Incident Response	Service - Condition - Fuel filter	Diesel	15	£58.64
Incident Response	Service - Condition - Fuel filter	Petrol	15	£32.21
Incident Response	Service - Condition - Fuel filter	Phev	15	£0.00
Incident Response	Service - Condition - Fuel filter	Electric	15	£0.00
Incident Response	Service - Condition - Oil and filter	Diesel	15	£107.12
Incident Response	Service - Condition - Oil and filter	Petrol	15	£101.13
Incident Response	Service - Condition - Oil and filter	Phev	15	£87.59
Incident Response	Service - Condition - Oil and filter	Electric	15	£0.00
Incident Response	Service - Condition - Pollen filter	Diesel	15	£31.39
Incident Response	Service - Condition - Pollen filter	Petrol	15	£45.60
Incident Response	Service - Condition - Pollen filter	Phev	15	£56.33
Incident Response	Service - Condition - Pollen filter	Electric	15	£18.88
Incident Response	Service - Condition - Response vehicle safety check	Diesel	15	£71.02
Incident Response	Service - Condition - Response vehicle safety check	Petrol	15	£71.02
Incident Response	Service - Condition - Response vehicle safety check	Phev	15	£71.02
Incident Response	Service - Condition - Response vehicle safety check	Electric	15	£71.02
Incident Response	Service - Condition - Spark plugs	Diesel	15	£0.00
Incident Response	Service - Condition - Spark plugs	Petrol	15	£106.71
Incident Response	Service - Condition - Spark plugs	Phev	15	£103.28
Incident Response	Service - Condition - Spark plugs	Electric	15	£0.00
Incident Response	Service - Condition - Transmission fluid	Diesel	15	£75.55
Incident Response	Service - Condition - Transmission fluid	Petrol	15	£333.38
Incident Response	Service - Condition - Transmission fluid	Phev	15	£115.97
Incident Response	Service - Condition - Transmission fluid	Electric	15	£0.00
Incident Response	Service - Electrical EICR Report	Diesel	15	£71.02
Incident Response	Service - Electrical EICR Report	Petrol	15	£71.02
Incident Response	Service - Electrical EICR Report	Phev	15	£71.02
Incident Response	Service - Electrical EICR Report	Electric	15	£71.02
Incident Response	Service - HGV/LGV Safety Inspection	Diesel	15	£71.02
Incident Response	Service - HGV/LGV Safety Inspection	Petrol	15	£0.00
Incident Response	Service - HGV/LGV Safety Inspection	Phev	15	£0.00
Incident Response	Service - HGV/LGV Safety Inspection	Electric	15	£0.00
Incident Response	Service - HGV/LGV Smoke Test	Diesel	15	£21.31
Incident Response	Service - HGV/LGV Smoke Test	Petrol	15	£0.00
Incident Response	Service - HGV/LGV Smoke Test	Phev	15	£0.00
Incident Response	Service - HGV/LGV Smoke Test	Electric	15	£0.00
Incident Response	Service - LOLER	Diesel	15	£0.00
Incident Response	Service - LOLER	Petrol	15	£0.00
Incident Response	Service - LOLER	Phev	15	£0.00
Incident Response	Service - LOLER	Electric	15	£0.00
Incident Response	Service - Mileage - A	Diesel	15	£78.82
Incident Response	Service - Mileage - A	Petrol	15	£85.85
Incident Response	Service - Mileage - A	Phev	15	£45.26
Incident Response	Service - Mileage - A	Electric	15	£111.21
Incident Response	Service - Mileage - B	Diesel	15	£143.31
Incident Response	Service - Mileage - B	Petrol	15	£102.00
Incident Response	Service - Mileage - B	Phev	15	£63.70
Incident Response	Service - Mileage - B	Electric	15	£168.03
Incident Response	Service - Mileage - C	Diesel	15	£130.39
Incident Response	Service - Mileage - C	Petrol	15	£85.85
Incident Response	Service - Mileage - C	Phev	15	£46.49
Incident Response	Service - Mileage - C	Electric	15	£111.21
Incident Response	Service - Mileage - D	Diesel	15	£150.01
Incident Response	Service - Mileage - D	Petrol	15	£102.00
Incident Response	Service - Mileage - D	Phev	15	£63.70
Incident Response	Service - Mileage - D	Electric	15	£175.13
Incident Response	Service - Night heater	Diesel	15	£35.51
Incident Response	Service - Night heater	Petrol	15	£35.51
Incident Response	Service - Night heater	Phev	15	£35.51
Incident Response	Service - Night heater	Electric	15	£35.51
Incident Response	Service - Tail lift	Diesel	15	£0.00
Incident Response	Service - Tail lift	Petrol	15	£0.00
Incident Response	Service - Tail lift	Phev	15	£0.00
Incident Response	Service - Tail lift	Electric	15	£0.00
Incident Response	Turbocharger	Diesel	15	£822.04
Incident Response	Turbocharger	Petrol	15	£1,406.37
Incident Response	Turbocharger	Phev	15	£0.00
Incident Response	Turbocharger	Electric	15	£0.00
Incident Response	Tyre - Puncture repair	Diesel	15	£46.01
Incident Response	Tyre - Puncture repair	Petrol	15	£46.01
Incident Response	Tyre - Puncture repair	Phev	15	£46.01
Incident Response	Tyre - Puncture repair	Electric	15	£46.01
Incident Response	Vehicle Clean	Diesel	15	£81.52
Incident Response	Vehicle Clean	Petrol	15	£81.52
Incident Response	Vehicle Clean	Phev	15	£81.52
Incident Response	Vehicle Clean	Electric	15	£81.52
Minibus	Air Conditioning - Re-gas	Diesel	15	£120.80
Minibus	Air Conditioning - Re-gas	Petrol	15	£0.00
Minibus	Air Conditioning - Re-gas	Phev	15	£0.00
Minibus	Air Conditioning - Re-gas	Electric	15	£0.00
Minibus	Battery	Diesel	15	£152.00
Minibus	Battery	Petrol	15	£0.00
Minibus	Battery	Phev	15	£0.00

Charges, Payment and Invoicing Schedule

Contract 1

Minibus	Battery	Electric	15	£0.00
Minibus	Brake - Disc front	Diesel	15	£245.66
Minibus	Brake - Disc front	Petrol	15	£0.00
Minibus	Brake - Disc front	Phev	15	£0.00
Minibus	Brake - Disc front	Electric	15	£0.00
Minibus	Brake - Disc rear	Diesel	15	£232.27
Minibus	Brake - Disc rear	Petrol	15	£0.00
Minibus	Brake - Disc rear	Phev	15	£0.00
Minibus	Brake - Disc rear	Electric	15	£0.00
Minibus	Brake - Pads front	Diesel	15	£90.72
Minibus	Brake - Pads front	Petrol	15	£0.00
Minibus	Brake - Pads front	Phev	15	£0.00
Minibus	Brake - Pads front	Electric	15	£0.00
Minibus	Brake - Pads rear	Diesel	15	£90.74
Minibus	Brake - Pads rear	Petrol	15	£0.00
Minibus	Brake - Pads rear	Phev	15	£0.00
Minibus	Brake - Pads rear	Electric	15	£0.00
Minibus	Brake - Parking	Diesel	15	£73.12
Minibus	Brake - Parking	Petrol	15	£0.00
Minibus	Brake - Parking	Phev	15	£0.00
Minibus	Brake - Parking	Electric	15	£0.00
Minibus	Clutch Assembly	Diesel	15	£556.24
Minibus	Clutch Assembly	Petrol	15	£0.00
Minibus	Clutch Assembly	Phev	15	£0.00
Minibus	Clutch Assembly	Electric	15	£0.00
Minibus	DPF - Regeneration	Diesel	15	£37.98
Minibus	DPF - Regeneration	Petrol	15	£0.00
Minibus	DPF - Regeneration	Phev	15	£0.00
Minibus	DPF - Regeneration	Electric	15	£0.00
Minibus	Headlamp - Alignment	Diesel	15	£14.20
Minibus	Headlamp - Alignment	Petrol	15	£0.00
Minibus	Headlamp - Alignment	Phev	15	£0.00
Minibus	Headlamp - Alignment	Electric	15	£0.00
Minibus	Headlamp - Assembly	Diesel	15	£14.44
Minibus	Headlamp - Assembly	Petrol	15	£0.00
Minibus	Headlamp - Assembly	Phev	15	£0.00
Minibus	Headlamp - Assembly	Electric	15	£0.00
Minibus	MOT - Class I and II	Diesel	15	£0.00
Minibus	MOT - Class I and II	Petrol	15	£0.00
Minibus	MOT - Class I and II	Phev	15	£0.00
Minibus	MOT - Class I and II	Electric	15	£0.00
Minibus	MOT - Class IV and V	Diesel	15	£48.95
Minibus	MOT - Class IV and V	Petrol	15	£0.00
Minibus	MOT - Class IV and V	Phev	15	£0.00
Minibus	MOT - Class IV and V	Electric	15	£0.00
Minibus	MOT - Class VII	Diesel	15	£0.00
Minibus	MOT - Class VII	Petrol	15	£0.00
Minibus	MOT - Class VII	Phev	15	£0.00
Minibus	MOT - Class VII	Electric	15	£0.00
Minibus	MOT - HGV/LGV	Diesel	15	£0.00
Minibus	MOT - HGV/LGV	Petrol	15	£0.00
Minibus	MOT - HGV/LGV	Phev	15	£0.00
Minibus	MOT - HGV/LGV	Electric	15	£0.00
Minibus	Service - Condition - Air Filter	Diesel	15	£34.13
Minibus	Service - Condition - Air Filter	Petrol	15	£0.00
Minibus	Service - Condition - Air Filter	Phev	15	£0.00
Minibus	Service - Condition - Air Filter	Electric	15	£0.00
Minibus	Service - Condition - Brake fluid change	Diesel	15	£35.50
Minibus	Service - Condition - Brake fluid change	Petrol	15	£0.00
Minibus	Service - Condition - Brake fluid change	Phev	15	£0.00
Minibus	Service - Condition - Brake fluid change	Electric	15	£0.00
Minibus	Service - Condition - Cambelt	Diesel	15	£337.70
Minibus	Service - Condition - Cambelt	Petrol	15	£0.00
Minibus	Service - Condition - Cambelt	Phev	15	£0.00
Minibus	Service - Condition - Cambelt	Electric	15	£0.00
Minibus	Service - Condition - Coolant	Diesel	15	£60.84
Minibus	Service - Condition - Coolant	Petrol	15	£0.00
Minibus	Service - Condition - Coolant	Phev	15	£0.00
Minibus	Service - Condition - Coolant	Electric	15	£0.00
Minibus	Service - Condition - Fuel filter	Diesel	15	£48.57
Minibus	Service - Condition - Fuel filter	Petrol	15	£0.00
Minibus	Service - Condition - Fuel filter	Phev	15	£0.00
Minibus	Service - Condition - Fuel filter	Electric	15	£0.00
Minibus	Service - Condition - Oil and filter	Diesel	15	£143.55
Minibus	Service - Condition - Oil and filter	Petrol	15	£0.00
Minibus	Service - Condition - Oil and filter	Phev	15	£0.00
Minibus	Service - Condition - Oil and filter	Electric	15	£0.00
Minibus	Service - Condition - Pollen filter	Diesel	15	£26.70
Minibus	Service - Condition - Pollen filter	Petrol	15	£0.00
Minibus	Service - Condition - Pollen filter	Phev	15	£0.00
Minibus	Service - Condition - Pollen filter	Electric	15	£0.00
Minibus	Service - Condition - Response vehicle safety check	Diesel	15	£71.02
Minibus	Service - Condition - Response vehicle safety check	Petrol	15	£0.00
Minibus	Service - Condition - Response vehicle safety check	Phev	15	£0.00
Minibus	Service - Condition - Response vehicle safety check	Electric	15	£0.00
Minibus	Service - Condition - Spark plugs	Diesel	15	£0.00
Minibus	Service - Condition - Spark plugs	Petrol	15	£0.00
Minibus	Service - Condition - Spark plugs	Phev	15	£0.00
Minibus	Service - Condition - Spark plugs	Electric	15	£0.00
Minibus	Service - Condition - Transmission fluid	Diesel	15	£98.51
Minibus	Service - Condition - Transmission fluid	Petrol	15	£0.00
Minibus	Service - Condition - Transmission fluid	Phev	15	£0.00
Minibus	Service - Condition - Transmission fluid	Electric	15	£0.00
Minibus	Service - Electrical EICR Report	Diesel	15	£71.02

Charges, Payment and Invoicing Schedule

Contract 1

Minibus	Service - Electrical EICR Report	Petrol	15	£0.00
Minibus	Service - Electrical EICR Report	Phev	15	£0.00
Minibus	Service - Electrical EICR Report	Electric	15	£0.00
Minibus	Service - HGV/LGV Safety Inspection	Diesel	15	£71.02
Minibus	Service - HGV/LGV Safety Inspection	Petrol	15	£0.00
Minibus	Service - HGV/LGV Safety Inspection	Phev	15	£0.00
Minibus	Service - HGV/LGV Safety Inspection	Electric	15	£0.00
Minibus	Service - HGV/LGV Smoke Test	Diesel	15	£21.31
Minibus	Service - HGV/LGV Smoke Test	Petrol	15	£0.00
Minibus	Service - HGV/LGV Smoke Test	Phev	15	£0.00
Minibus	Service - HGV/LGV Smoke Test	Electric	15	£0.00
Minibus	Service - LOLER	Diesel	15	£0.00
Minibus	Service - LOLER	Petrol	15	£0.00
Minibus	Service - LOLER	Phev	15	£0.00
Minibus	Service - LOLER	Electric	15	£0.00
Minibus	Service - Mileage - A	Diesel	15	£189.68
Minibus	Service - Mileage - A	Petrol	15	£0.00
Minibus	Service - Mileage - A	Phev	15	£0.00
Minibus	Service - Mileage - A	Electric	15	£0.00
Minibus	Service - Mileage - B	Diesel	15	£200.91
Minibus	Service - Mileage - B	Petrol	15	£0.00
Minibus	Service - Mileage - B	Phev	15	£0.00
Minibus	Service - Mileage - B	Electric	15	£0.00
Minibus	Service - Mileage - C	Diesel	15	£189.68
Minibus	Service - Mileage - C	Petrol	15	£0.00
Minibus	Service - Mileage - C	Phev	15	£0.00
Minibus	Service - Mileage - C	Electric	15	£0.00
Minibus	Service - Mileage - D	Diesel	15	£200.91
Minibus	Service - Mileage - D	Petrol	15	£0.00
Minibus	Service - Mileage - D	Phev	15	£0.00
Minibus	Service - Mileage - D	Electric	15	£0.00
Minibus	Service - Night heater	Diesel	15	£35.51
Minibus	Service - Night heater	Petrol	15	£0.00
Minibus	Service - Night heater	Phev	15	£0.00
Minibus	Service - Night heater	Electric	15	£0.00
Minibus	Service - Tail lift	Diesel	15	£0.00
Minibus	Service - Tail lift	Petrol	15	£0.00
Minibus	Service - Tail lift	Phev	15	£0.00
Minibus	Service - Tail lift	Electric	15	£0.00
Minibus	Turbocharger	Diesel	15	£1,184.45
Minibus	Turbocharger	Petrol	15	£0.00
Minibus	Turbocharger	Phev	15	£0.00
Minibus	Turbocharger	Electric	15	£0.00
Minibus	Tyre - Puncture repair	Diesel	15	£46.01
Minibus	Tyre - Puncture repair	Petrol	15	£0.00
Minibus	Tyre - Puncture repair	Phev	15	£0.00
Minibus	Tyre - Puncture repair	Electric	15	£0.00
Minibus	Vehicle Clean	Diesel	15	£81.52
Minibus	Vehicle Clean	Petrol	15	£0.00
Minibus	Vehicle Clean	Phev	15	£0.00
Minibus	Vehicle Clean	Electric	15	£0.00
Protected Carrier	Air Conditioning - Re-gas	Diesel	15	£122.02
Protected Carrier	Air Conditioning - Re-gas	Petrol	15	£0.00
Protected Carrier	Air Conditioning - Re-gas	Phev	15	£0.00
Protected Carrier	Air Conditioning - Re-gas	Electric	15	£0.00
Protected Carrier	Battery	Diesel	15	£140.95
Protected Carrier	Battery	Petrol	15	£0.00
Protected Carrier	Battery	Phev	15	£0.00
Protected Carrier	Battery	Electric	15	£0.00
Protected Carrier	Brake - Disc front	Diesel	15	£202.32
Protected Carrier	Brake - Disc front	Petrol	15	£0.00
Protected Carrier	Brake - Disc front	Phev	15	£0.00
Protected Carrier	Brake - Disc front	Electric	15	£0.00
Protected Carrier	Brake - Disc rear	Diesel	15	£194.00
Protected Carrier	Brake - Disc rear	Petrol	15	£0.00
Protected Carrier	Brake - Disc rear	Phev	15	£0.00
Protected Carrier	Brake - Disc rear	Electric	15	£0.00
Protected Carrier	Brake - Pads front	Diesel	15	£122.10
Protected Carrier	Brake - Pads front	Petrol	15	£0.00
Protected Carrier	Brake - Pads front	Phev	15	£0.00
Protected Carrier	Brake - Pads front	Electric	15	£0.00
Protected Carrier	Brake - Pads rear	Diesel	15	£104.71
Protected Carrier	Brake - Pads rear	Petrol	15	£0.00
Protected Carrier	Brake - Pads rear	Phev	15	£0.00
Protected Carrier	Brake - Pads rear	Electric	15	£0.00
Protected Carrier	Brake - Parking	Diesel	15	£163.35
Protected Carrier	Brake - Parking	Petrol	15	£0.00
Protected Carrier	Brake - Parking	Phev	15	£0.00
Protected Carrier	Brake - Parking	Electric	15	£0.00
Protected Carrier	Clutch Assembly	Diesel	15	£504.97
Protected Carrier	Clutch Assembly	Petrol	15	£0.00
Protected Carrier	Clutch Assembly	Phev	15	£0.00
Protected Carrier	Clutch Assembly	Electric	15	£0.00
Protected Carrier	DPF - Regeneration	Diesel	15	£35.51
Protected Carrier	DPF - Regeneration	Petrol	15	£0.00
Protected Carrier	DPF - Regeneration	Phev	15	£0.00
Protected Carrier	DPF - Regeneration	Electric	15	£0.00
Protected Carrier	Headlamp - Alignment	Diesel	15	£14.20
Protected Carrier	Headlamp - Alignment	Petrol	15	£0.00
Protected Carrier	Headlamp - Alignment	Phev	15	£0.00
Protected Carrier	Headlamp - Alignment	Electric	15	£0.00
Protected Carrier	Headlamp - Assembly	Diesel	15	£301.51
Protected Carrier	Headlamp - Assembly	Petrol	15	£0.00
Protected Carrier	Headlamp - Assembly	Phev	15	£0.00

Charges, Payment and Invoicing Schedule

Contract 1

Protected Carrier	Headlamp - Assembly	Electric	15	£0.00
Protected Carrier	MOT - Class I and II	Diesel	15	£0.00
Protected Carrier	MOT - Class I and II	Petrol	15	£0.00
Protected Carrier	MOT - Class I and II	Phev	15	£0.00
Protected Carrier	MOT - Class I and II	Electric	15	£0.00
Protected Carrier	MOT - Class IV and V	Diesel	15	£48.95
Protected Carrier	MOT - Class IV and V	Petrol	15	£0.00
Protected Carrier	MOT - Class IV and V	Phev	15	£0.00
Protected Carrier	MOT - Class IV and V	Electric	15	£0.00
Protected Carrier	MOT - Class VII	Diesel	15	£52.30
Protected Carrier	MOT - Class VII	Petrol	15	£0.00
Protected Carrier	MOT - Class VII	Phev	15	£0.00
Protected Carrier	MOT - Class VII	Electric	15	£0.00
Protected Carrier	MOT - HGV/LGV	Diesel	15	£0.00
Protected Carrier	MOT - HGV/LGV	Petrol	15	£0.00
Protected Carrier	MOT - HGV/LGV	Phev	15	£0.00
Protected Carrier	MOT - HGV/LGV	Electric	15	£0.00
Protected Carrier	Service - Condition - Air Filter	Diesel	15	£29.26
Protected Carrier	Service - Condition - Air Filter	Petrol	15	£0.00
Protected Carrier	Service - Condition - Air Filter	Phev	15	£0.00
Protected Carrier	Service - Condition - Air Filter	Electric	15	£0.00
Protected Carrier	Service - Condition - Brake fluid change	Diesel	15	£35.55
Protected Carrier	Service - Condition - Brake fluid change	Petrol	15	£0.00
Protected Carrier	Service - Condition - Brake fluid change	Phev	15	£0.00
Protected Carrier	Service - Condition - Brake fluid change	Electric	15	£0.00
Protected Carrier	Service - Condition - Cambelt	Diesel	15	£0.00
Protected Carrier	Service - Condition - Cambelt	Petrol	15	£0.00
Protected Carrier	Service - Condition - Cambelt	Phev	15	£0.00
Protected Carrier	Service - Condition - Cambelt	Electric	15	£0.00
Protected Carrier	Service - Condition - Coolant	Diesel	15	£36.95
Protected Carrier	Service - Condition - Coolant	Petrol	15	£0.00
Protected Carrier	Service - Condition - Coolant	Phev	15	£0.00
Protected Carrier	Service - Condition - Coolant	Electric	15	£0.00
Protected Carrier	Service - Condition - Fuel filter	Diesel	15	£62.87
Protected Carrier	Service - Condition - Fuel filter	Petrol	15	£0.00
Protected Carrier	Service - Condition - Fuel filter	Phev	15	£0.00
Protected Carrier	Service - Condition - Fuel filter	Electric	15	£0.00
Protected Carrier	Service - Condition - Oil and filter	Diesel	15	£194.72
Protected Carrier	Service - Condition - Oil and filter	Petrol	15	£0.00
Protected Carrier	Service - Condition - Oil and filter	Phev	15	£0.00
Protected Carrier	Service - Condition - Oil and filter	Electric	15	£0.00
Protected Carrier	Service - Condition - Pollen filter	Diesel	15	£26.39
Protected Carrier	Service - Condition - Pollen filter	Petrol	15	£0.00
Protected Carrier	Service - Condition - Pollen filter	Phev	15	£0.00
Protected Carrier	Service - Condition - Pollen filter	Electric	15	£0.00
Protected Carrier	Service - Condition - Response vehicle safety check	Diesel	15	£71.02
Protected Carrier	Service - Condition - Response vehicle safety check	Petrol	15	£0.00
Protected Carrier	Service - Condition - Response vehicle safety check	Phev	15	£0.00
Protected Carrier	Service - Condition - Response vehicle safety check	Electric	15	£0.00
Protected Carrier	Service - Condition - Spark plugs	Diesel	15	£0.00
Protected Carrier	Service - Condition - Spark plugs	Petrol	15	£0.00
Protected Carrier	Service - Condition - Spark plugs	Phev	15	£0.00
Protected Carrier	Service - Condition - Spark plugs	Electric	15	£0.00
Protected Carrier	Service - Condition - Transmission fluid	Diesel	15	£190.59
Protected Carrier	Service - Condition - Transmission fluid	Petrol	15	£0.00
Protected Carrier	Service - Condition - Transmission fluid	Phev	15	£0.00
Protected Carrier	Service - Condition - Transmission fluid	Electric	15	£0.00
Protected Carrier	Service - Electrical EICR Report	Diesel	15	£71.02
Protected Carrier	Service - Electrical EICR Report	Petrol	15	£0.00
Protected Carrier	Service - Electrical EICR Report	Phev	15	£0.00
Protected Carrier	Service - Electrical EICR Report	Electric	15	£0.00
Protected Carrier	Service - HGV/LGV Safety Inspection	Diesel	15	£71.02
Protected Carrier	Service - HGV/LGV Safety Inspection	Petrol	15	£0.00
Protected Carrier	Service - HGV/LGV Safety Inspection	Phev	15	£0.00
Protected Carrier	Service - HGV/LGV Safety Inspection	Electric	15	£0.00
Protected Carrier	Service - HGV/LGV Smoke Test	Diesel	15	£21.31
Protected Carrier	Service - HGV/LGV Smoke Test	Petrol	15	£0.00
Protected Carrier	Service - HGV/LGV Smoke Test	Phev	15	£0.00
Protected Carrier	Service - HGV/LGV Smoke Test	Electric	15	£0.00
Protected Carrier	Service - LOLER	Diesel	15	£0.00
Protected Carrier	Service - LOLER	Petrol	15	£0.00
Protected Carrier	Service - LOLER	Phev	15	£0.00
Protected Carrier	Service - LOLER	Electric	15	£0.00
Protected Carrier	Service - Mileage - A	Diesel	15	£86.08
Protected Carrier	Service - Mileage - A	Petrol	15	£0.00
Protected Carrier	Service - Mileage - A	Phev	15	£0.00
Protected Carrier	Service - Mileage - A	Electric	15	£0.00
Protected Carrier	Service - Mileage - B	Diesel	15	£312.39
Protected Carrier	Service - Mileage - B	Petrol	15	£0.00
Protected Carrier	Service - Mileage - B	Phev	15	£0.00
Protected Carrier	Service - Mileage - B	Electric	15	£0.00
Protected Carrier	Service - Mileage - C	Diesel	15	£86.08
Protected Carrier	Service - Mileage - C	Petrol	15	£0.00
Protected Carrier	Service - Mileage - C	Phev	15	£0.00
Protected Carrier	Service - Mileage - C	Electric	15	£0.00
Protected Carrier	Service - Mileage - D	Diesel	15	£312.39
Protected Carrier	Service - Mileage - D	Petrol	15	£0.00
Protected Carrier	Service - Mileage - D	Phev	15	£0.00
Protected Carrier	Service - Mileage - D	Electric	15	£0.00
Protected Carrier	Service - Night heater	Diesel	15	£35.51
Protected Carrier	Service - Night heater	Petrol	15	£0.00
Protected Carrier	Service - Night heater	Phev	15	£0.00
Protected Carrier	Service - Night heater	Electric	15	£0.00
Protected Carrier	Service - Tail lift	Diesel	15	£0.00

Charges, Payment and Invoicing Schedule

Contract 1

Protected Carrier	Service - Tail lift	Petrol	15	£0.00
Protected Carrier	Service - Tail lift	Phev	15	£0.00
Protected Carrier	Service - Tail lift	Electric	15	£0.00
Protected Carrier	Turbocharger	Diesel	15	£1,013.46
Protected Carrier	Turbocharger	Petrol	15	£0.00
Protected Carrier	Turbocharger	Phev	15	£0.00
Protected Carrier	Turbocharger	Electric	15	£0.00
Protected Carrier	Tyre - Puncture repair	Diesel	15	£46.01
Protected Carrier	Tyre - Puncture repair	Petrol	15	£0.00
Protected Carrier	Tyre - Puncture repair	Phev	15	£0.00
Protected Carrier	Tyre - Puncture repair	Electric	15	£0.00
Protected Carrier	Vehicle Clean	Diesel	15	£81.52
Protected Carrier	Vehicle Clean	Petrol	15	£0.00
Protected Carrier	Vehicle Clean	Phev	15	£0.00
Protected Carrier	Vehicle Clean	Electric	15	£0.00
Station Van	Air Conditioning - Re-gas	Diesel	15	£113.86
Station Van	Air Conditioning - Re-gas	Petrol	15	£0.00
Station Van	Air Conditioning - Re-gas	Phev	15	£0.00
Station Van	Air Conditioning - Re-gas	Electric	15	£0.00
Station Van	Battery	Diesel	15	£134.05
Station Van	Battery	Petrol	15	£0.00
Station Van	Battery	Phev	15	£0.00
Station Van	Battery	Electric	15	£0.00
Station Van	Brake - Disc front	Diesel	15	£353.78
Station Van	Brake - Disc front	Petrol	15	£0.00
Station Van	Brake - Disc front	Phev	15	£0.00
Station Van	Brake - Disc front	Electric	15	£0.00
Station Van	Brake - Disc rear	Diesel	15	£332.32
Station Van	Brake - Disc rear	Petrol	15	£0.00
Station Van	Brake - Disc rear	Phev	15	£0.00
Station Van	Brake - Disc rear	Electric	15	£0.00
Station Van	Brake - Pads front	Diesel	15	£90.29
Station Van	Brake - Pads front	Petrol	15	£0.00
Station Van	Brake - Pads front	Phev	15	£0.00
Station Van	Brake - Pads front	Electric	15	£0.00
Station Van	Brake - Pads rear	Diesel	15	£95.39
Station Van	Brake - Pads rear	Petrol	15	£0.00
Station Van	Brake - Pads rear	Phev	15	£0.00
Station Van	Brake - Pads rear	Electric	15	£0.00
Station Van	Brake - Parking	Diesel	15	£56.82
Station Van	Brake - Parking	Petrol	15	£0.00
Station Van	Brake - Parking	Phev	15	£0.00
Station Van	Brake - Parking	Electric	15	£0.00
Station Van	Clutch Assembly	Diesel	15	£516.62
Station Van	Clutch Assembly	Petrol	15	£0.00
Station Van	Clutch Assembly	Phev	15	£0.00
Station Van	Clutch Assembly	Electric	15	£0.00
Station Van	DPF - Regeneration	Diesel	15	£35.51
Station Van	DPF - Regeneration	Petrol	15	£0.00
Station Van	DPF - Regeneration	Phev	15	£0.00
Station Van	DPF - Regeneration	Electric	15	£0.00
Station Van	Headlamp - Alignment	Diesel	15	£14.20
Station Van	Headlamp - Alignment	Petrol	15	£0.00
Station Van	Headlamp - Alignment	Phev	15	£0.00
Station Van	Headlamp - Alignment	Electric	15	£0.00
Station Van	Headlamp - Assembly	Diesel	15	£449.16
Station Van	Headlamp - Assembly	Petrol	15	£0.00
Station Van	Headlamp - Assembly	Phev	15	£0.00
Station Van	Headlamp - Assembly	Electric	15	£0.00
Station Van	MOT - Class I and II	Diesel	15	£0.00
Station Van	MOT - Class I and II	Petrol	15	£0.00
Station Van	MOT - Class I and II	Phev	15	£0.00
Station Van	MOT - Class I and II	Electric	15	£0.00
Station Van	MOT - Class IV and V	Diesel	15	£48.95
Station Van	MOT - Class IV and V	Petrol	15	£0.00
Station Van	MOT - Class IV and V	Phev	15	£0.00
Station Van	MOT - Class IV and V	Electric	15	£0.00
Station Van	MOT - Class VII	Diesel	15	£52.30
Station Van	MOT - Class VII	Petrol	15	£0.00
Station Van	MOT - Class VII	Phev	15	£0.00
Station Van	MOT - Class VII	Electric	15	£0.00
Station Van	MOT - HGV/LGV	Diesel	15	£0.00
Station Van	MOT - HGV/LGV	Petrol	15	£0.00
Station Van	MOT - HGV/LGV	Phev	15	£0.00
Station Van	MOT - HGV/LGV	Electric	15	£0.00
Station Van	Service - Condition - Air Filter	Diesel	15	£36.25
Station Van	Service - Condition - Air Filter	Petrol	15	£0.00
Station Van	Service - Condition - Air Filter	Phev	15	£0.00
Station Van	Service - Condition - Air Filter	Electric	15	£0.00
Station Van	Service - Condition - Brake fluid change	Diesel	15	£35.34
Station Van	Service - Condition - Brake fluid change	Petrol	15	£0.00
Station Van	Service - Condition - Brake fluid change	Phev	15	£0.00
Station Van	Service - Condition - Brake fluid change	Electric	15	£0.00
Station Van	Service - Condition - Cambelt	Diesel	15	£331.36
Station Van	Service - Condition - Cambelt	Petrol	15	£0.00
Station Van	Service - Condition - Cambelt	Phev	15	£0.00
Station Van	Service - Condition - Cambelt	Electric	15	£0.00
Station Van	Service - Condition - Coolant	Diesel	15	£65.36
Station Van	Service - Condition - Coolant	Petrol	15	£0.00
Station Van	Service - Condition - Coolant	Phev	15	£0.00
Station Van	Service - Condition - Coolant	Electric	15	£0.00
Station Van	Service - Condition - Fuel filter	Diesel	15	£44.55
Station Van	Service - Condition - Fuel filter	Petrol	15	£0.00
Station Van	Service - Condition - Fuel filter	Phev	15	£0.00

Charges, Payment and Invoicing Schedule

Contract 1

Station Van	Service - Condition - Fuel filter	Electric	15	£0.00
Station Van	Service - Condition - Oil and filter	Diesel	15	£153.83
Station Van	Service - Condition - Oil and filter	Petrol	15	£0.00
Station Van	Service - Condition - Oil and filter	Phev	15	£0.00
Station Van	Service - Condition - Oil and filter	Electric	15	£0.00
Station Van	Service - Condition - Pollen filter	Diesel	15	£26.46
Station Van	Service - Condition - Pollen filter	Petrol	15	£0.00
Station Van	Service - Condition - Pollen filter	Phev	15	£0.00
Station Van	Service - Condition - Pollen filter	Electric	15	£0.00
Station Van	Service - Condition - Response vehicle safety check	Diesel	15	£71.02
Station Van	Service - Condition - Response vehicle safety check	Petrol	15	£0.00
Station Van	Service - Condition - Response vehicle safety check	Phev	15	£0.00
Station Van	Service - Condition - Response vehicle safety check	Electric	15	£0.00
Station Van	Service - Condition - Spark plugs	Diesel	15	£0.00
Station Van	Service - Condition - Spark plugs	Petrol	15	£0.00
Station Van	Service - Condition - Spark plugs	Phev	15	£0.00
Station Van	Service - Condition - Spark plugs	Electric	15	£0.00
Station Van	Service - Condition - Transmission fluid	Diesel	15	£112.46
Station Van	Service - Condition - Transmission fluid	Petrol	15	£0.00
Station Van	Service - Condition - Transmission fluid	Phev	15	£0.00
Station Van	Service - Condition - Transmission fluid	Electric	15	£0.00
Station Van	Service - Electrical EICR Report	Diesel	15	£71.02
Station Van	Service - Electrical EICR Report	Petrol	15	£0.00
Station Van	Service - Electrical EICR Report	Phev	15	£0.00
Station Van	Service - Electrical EICR Report	Electric	15	£0.00
Station Van	Service - HGV/LGV Safety Inspection	Diesel	15	£71.02
Station Van	Service - HGV/LGV Safety Inspection	Petrol	15	£0.00
Station Van	Service - HGV/LGV Safety Inspection	Phev	15	£0.00
Station Van	Service - HGV/LGV Safety Inspection	Electric	15	£0.00
Station Van	Service - HGV/LGV Smoke Test	Diesel	15	£21.31
Station Van	Service - HGV/LGV Smoke Test	Petrol	15	£0.00
Station Van	Service - HGV/LGV Smoke Test	Phev	15	£0.00
Station Van	Service - HGV/LGV Smoke Test	Electric	15	£0.00
Station Van	Service - LOLER	Diesel	15	£0.00
Station Van	Service - LOLER	Petrol	15	£0.00
Station Van	Service - LOLER	Phev	15	£0.00
Station Van	Service - LOLER	Electric	15	£0.00
Station Van	Service - Mileage - A	Diesel	15	£151.88
Station Van	Service - Mileage - A	Petrol	15	£0.00
Station Van	Service - Mileage - A	Phev	15	£0.00
Station Van	Service - Mileage - A	Electric	15	£0.00
Station Van	Service - Mileage - B	Diesel	15	£215.80
Station Van	Service - Mileage - B	Petrol	15	£0.00
Station Van	Service - Mileage - B	Phev	15	£0.00
Station Van	Service - Mileage - B	Electric	15	£0.00
Station Van	Service - Mileage - C	Diesel	15	£151.88
Station Van	Service - Mileage - C	Petrol	15	£0.00
Station Van	Service - Mileage - C	Phev	15	£0.00
Station Van	Service - Mileage - C	Electric	15	£0.00
Station Van	Service - Mileage - D	Diesel	15	£215.80
Station Van	Service - Mileage - D	Petrol	15	£0.00
Station Van	Service - Mileage - D	Phev	15	£0.00
Station Van	Service - Mileage - D	Electric	15	£0.00
Station Van	Service - Night heater	Diesel	15	£35.51
Station Van	Service - Night heater	Petrol	15	£0.00
Station Van	Service - Night heater	Phev	15	£0.00
Station Van	Service - Night heater	Electric	15	£0.00
Station Van	Service - Tail lift	Diesel	15	£0.00
Station Van	Service - Tail lift	Petrol	15	£0.00
Station Van	Service - Tail lift	Phev	15	£0.00
Station Van	Service - Tail lift	Electric	15	£0.00
Station Van	Turbocharger	Diesel	15	£918.28
Station Van	Turbocharger	Petrol	15	£0.00
Station Van	Turbocharger	Phev	15	£0.00
Station Van	Turbocharger	Electric	15	£0.00
Station Van	Tyre - Puncture repair	Diesel	15	£46.01
Station Van	Tyre - Puncture repair	Petrol	15	£0.00
Station Van	Tyre - Puncture repair	Phev	15	£0.00
Station Van	Tyre - Puncture repair	Electric	15	£0.00
Station Van	Vehicle Clean	Diesel	15	£81.52
Station Van	Vehicle Clean	Petrol	15	£0.00
Station Van	Vehicle Clean	Phev	15	£0.00
Station Van	Vehicle Clean	Electric	15	£0.00

Appendix 5**Variable Price Maintenance Labour Fees**

Operational Role	Fuel Type	Fee (per labour hour)
Any vehicle	All	£77.78

Appendix 6**Variable Price Maintenance Parts Fees Markup**

Operational Role	Fuel Type	Markup Fee (Per part)
Any vehicle	All	15%

Appendix 7**Termination Charges**

Milestone ID	Milestone name	Start Date	Milestone Achieved Date	Milestone Cost	Assumptions	Impact
Exit	Exit	6 Months Prior to Contract End	Contract End	£5,000	6 Months Prior to Exit	N/A

6. Commercially Sensitive Information Schedule

1 Definitions

- 1.1 Unless expressly defined in this Schedule, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

2 Introduction

- 2.1 In this Schedule the parties have sought to identify parts of this Agreement which include the Supplier's confidential information that is genuinely Commercially Sensitive Information and the disclosure of which would be the subject of an exemption under the FOIA.
- 2.2 Where possible, the parties have sought to identify when any relevant Information will cease to fall into the category of Commercially Sensitive Information to which this Schedule applies.
- 2.3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or The Elected Local Policing Bodies (**Specified Information**) (Order 2011) or other Applicable Laws, the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item	Duration of Confidentiality
1	Contract Signature Date	In the Charges Payment and Invoicing Schedule, Section 5: Adjustment of Charges; Appendix 1: Charges; Appendix 4: Fixed Price Maintenance Fees and Markup; Appendix 5: Variable Price Maintenance Labour Fees; Appendix 6: Variable Price Maintenance Parts Fees Markup	Duration of the Agreement
2	Contract Signature Date	Appendix 1: Key Personnel of the Key Personnel Schedule	Duration of the Agreement
3	Contract Signature Date	Such elements of the Business Continuity and Disaster Recovery Plan in the Business Continuity and Disaster Recovery Schedule that relate to the Supplier's unique solution	Duration of the Agreement
4	Contract Signature Date	Commercially Sensitive Information Schedule	Duration of the Agreement
5	Contract Signature Date	When explicitly stated by the Supplier, the Supplier's improvements under the Continuous Improvement Schedule that relate to the Supplier's unique solution	Duration of the Agreement
6	Contract Signature Date	The Supplier's Exit Management Plan in the Exit Management Schedule	Duration of the Agreement
7	Contract Signature Date	Guarantee Schedule and any other documents provided by the Supplier's parent company and any external entities that provide financial support to the Authority for the Supplier	Duration of the Agreement
8	Contract Signature Date	Appendix 1 to Part A: Implementation Plan, Appendix 2 to Part B: Satisfaction Certificate, and Appendix 3 to Part B: Test Strategy in the Implementation Plan and Testing Schedule	Duration of the Agreement
9	Contract Signature Date	Appendix 1: Key Sub-contractors in the Key-subcontractors Schedule	Duration of the Agreement
10	Contract Signature Date	Supplier Solution Schedule	Duration of the Agreement
11	Contract Signature Date	Rivus business processes and methodologies including procedures and processes and workshop manuals.	Duration of the Agreement plus 6 years

Commercially Sensitive Information Schedule

Contract 1

12	Contract Signature Date	Personal data relating to individuals included within information provided by Rivus or included in the Agreement, including in any TUPE led disclosure.	No time limit, personal data exempt from disclosure.

7. Continuous Improvement Schedule

1. Definitions

- 1.1. In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.
- 1.2. Notwithstanding paragraph 1.1 above, the following definitions shall apply:

ICT is the acronym for 'Information and Communications Technology'.
- 1.3. This Schedule sets out the Supplier's commitments to the ubiquitous, ongoing and long-term approach to improving the Services, processes and products provided by the Supplier to the Authority.

2. Supplier obligations

- 2.1. The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the provision of the Services in accordance with this Schedule with a view to reducing the Authority's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Authority. As part of this obligation the Supplier shall identify and report to the Authority once every twelve (12) months on industry and technology changes that may include:
 - 2.1.1. the emergence of new and evolving relevant technologies which could improve the provision of the Services, and those technological advances potentially available to the Supplier and the Authority which the parties may wish to adopt;
 - 2.1.2. new or potential improvements to the Services or the provision of the Services including in respect of the quality, responsiveness, procedures, benchmarking methods, ways of performing the Services and customer support services in relation to the Services;
 - 2.1.3. changes in business processes and working practices that would enable the Services to be provided at lower cost and/or with greater benefits to the Authority;
 - 2.1.4. changes to the ICT environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Services;
 - 2.1.5. improvements which the Supplier uses or is planning to use with its other customers;
 - 2.1.6. proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;
 - 2.1.7. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services and Deliverables, and identifying opportunities to assist the Authority in meeting their sustainability objectives; and
 - 2.1.8. any Change in Charges and cost / benefit analysis of the potential improvements identified subject to this Schedule.
- 2.2. The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Authority requests.
- 2.3. If the Authority wishes to incorporate any improvement identified by the Supplier, including any impact on the Charges declared by the Supplier as part of that improvement, the Authority shall request a Change in accordance with the Change Control Procedure.
- 2.4. Notwithstanding anything to the contrary in this Agreement, the parties may not change or improve the Services in any way, which adversely affects or may adversely affect any relevant Authority standards or processes.

3. Innovation and Continuous Improvement

- 3.1. The Supplier shall improve its delivery of the Services throughout the Term by capturing and incorporating lessons learned; and identifying and leveraging advances in processes, technology and Good Industry Practice that may benefit operational performance or cost.
- 3.2. This continuous improvement shall encompass any changes which both parties believe would be beneficial and is anticipated to primarily focus on:
 - 3.2.1. increasing efficiencies;
 - 3.2.2. simplifying or unifying procedures across the entirety of the Authority's fleet;
 - 3.2.3. making better use of data insights and analytics;
 - 3.2.4. capitalising on the purchase or supply of new vehicles and vehicle equipment innovations and technologies;
 - 3.2.5. ensuring any third-party solutions used by the Supplier are regularly updated to benefit from system improvements and innovations;
 - 3.2.6. improving quality and standards;
 - 3.2.7. improving contract service delivery to vehicle users;
 - 3.2.8. improving customer satisfaction and experience;
 - 3.2.9. reducing negative environmental impacts; and
 - 3.2.10. achieving cost reductions and better value for taxpayers' money.
- 3.3. To effectively demonstrate proposed innovations or improvements to the Authority, the Supplier shall organise presentations, seminars, workshops, road shows and open days as appropriate.
- 3.4. The Supplier shall be responsible for managing the progression of the approved improvement initiatives. The Supplier shall provide highlights and progress updates quarterly to the Authority in accordance with the Records Provision Schedule and Governance Schedule of this Agreement.

4. Continuous Improvement Plan

- 4.1. The Authority advocates a pragmatic approach to the Supplier's delivery and documentation of continuous improvement reflecting the size of the Supplier's organisation. Where the Supplier is large, it shall develop and maintain a comprehensive continuous improvement plan as described in paragraph 2.1 above. Where the Suppliers is a small and medium enterprise, it may propose a less resource intensive approach to achieving this. These arrangements shall be agreed with the Authority during the transition process.
- 4.2. Where a formal continuous improvement plan is required, it is to be included as an annex to this Schedule in accordance with the Change Control Procedure, and will include as a minimum:
 - 4.2.1. identification of potential continuous improvement initiatives;
 - 4.2.2. articulation of potential benefits, costs, resource implications, risks, assumptions and dependencies for each initiative;
 - 4.2.3. prioritisation of initiatives with rationale for decision;
 - 4.2.4. formulation of a detailed implementation plan for the prioritised and agreed initiatives; and
 - 4.2.5. formulation of a post implementation review for each initiative delivered, including quantification of benefits realised and the capture of any lessons learnt to be applied to future versions of the continuous improvement plan.

5. Collaborative Approach

- 5.1. The Supplier shall work together with the Authority and any other service suppliers nominated by the Authority to create a productive partnership based on honesty, openness, fairness and trust.
- 5.2. As an industry expert, the Supplier is encouraged to share with the Authority its observations, recommendations and advice as applicable to delivery of the Services.

8. Data Protection Schedule

1 Definitions and interpretation

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Adequate Jurisdiction means a jurisdiction outside the United Kingdom or the European Economic Area that has been determined to have in place adequate protections for Personal Data by the United Kingdom in accordance with applicable Data Protection Legislation

Authority Data means all information and data (including texts, documents, drawings, diagrams, images or sounds) owned by, licensed to (other than by the Supplier) or relating to the Authority which is in each case generated by, supplied to, or is otherwise retained by, the Supplier or any Sub-Processor pursuant to or in connection with this Agreement

Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Information transmitted, stored or otherwise Processed;

"Controller", "Data Subject", "Personal Data", "Process", "Processed", and "Processor" have the meanings set out in and will be interpreted in accordance with the Data Protection Act 2018

Group means together a person and any other person that controls, is controlled by or is under common control with the first person from time to time

Personal Information means the Personal Data (as defined under Data Protection Legislation) comprised in Authority Data being Processed from time to time pursuant to the terms of this Schedule, including as is more particularly described in **Appendix 1** (Details of Processing of Personal Information) to this Schedule

Regulator means the UK Information Commissioner's Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation from time to time

Sub-Processor means any third party Sub-contractor appointed by the Supplier in accordance with this Agreement or this Schedule, with the prior written consent of the Authority, to Process Personal Information

Standard Contractual Clauses means the EU standard contractual clauses for Processors established in third countries pursuant to European Commission Decision (2010/87/EU) of 5 February 2010 under the EU Directive (95/46/EC), or such other European Commission decision under the Data Protection Legislation as may replace that European Commission decision from time to time, or any alternative version approved by the United Kingdom from time to time, each as may be applicable and in unamended form

1.3 References to statutes or statutory provisions include references to any orders or regulations made thereunder and references to any statute, provision, order or regulation include references to that statute, provision, order or regulation as amended, modified, re-enacted or replaced before the date hereof (subject as otherwise expressly provided herein) and to any previous statute, statutory provision, order or regulation amended, modified, re-enacted or replaced by such statute, provision, order or regulation.

2 Principles

- 2.1 The Agreement involves the Processing of Personal Information by the Supplier on behalf of the Authority.
- 2.2 The parties wish to agree the terms set out in this Schedule in order to, at the very least, satisfy the requirement under the Data Protection Legislation that (a) a written contract be in place where Processing of Personal Data takes place, and (b) certain provisions, set out in article 28(3)(a)-(h) of the UK GDPR, be included in that contract.

3 Authority and Roles

- 3.1 With respect to the parties' rights and obligations under this Agreement (to the extent they relate to Personal Data), the parties agree that the Authority is the Controller and that it authorises the Supplier to Process the Personal Information during the Term of this Agreement as the Processor.
- 3.2 A description of the nature and purpose of the Processing carried out by the Supplier under this Agreement, and the type of Personal Data and categories of Data Subjects contained in the Personal Information, is set out in **Appendix 1** (Details of Processing of Personal Information) to this Schedule. The Supplier shall keep this information up-to-date while this Agreement is in force.
- 3.3 Throughout the Term of this Agreement the Authority's consent is required before the Supplier is permitted to do a particular act or thing, unless expressly provided otherwise. The Authority shall be entitled to give or withhold consent or make consent subject to conditions at its sole discretion.
- 3.4 The parties acknowledge that if the Supplier infringes the terms of this Schedule and the Data Protection Legislation by determining the purposes and means of Processing, the Supplier shall be considered to be a Controller in respect of that Processing.

4 Compliance and processing

- 4.1 The Supplier shall, and shall procure that any Sub-Processor shall:
 - 4.1.1 comply with its obligations under the Data Protection Legislation and this Schedule;
 - 4.1.2 only process the Personal Information for the limited purposes of performing its obligations as a Processor under this Agreement;
 - 4.1.3 process the Personal Information only in accordance with the documented instructions of the Authority on its own behalf and on behalf of the relevant member(s) of its Group who is/are the Controller(s) from time to time. If the Supplier is required by Applicable Law to Process the Personal Information for any purpose, it will inform the Authority of that legal requirement before carrying out any such Processing, unless the Applicable Law prohibits the same on grounds of public interest;
 - 4.1.4 keep the Personal Information secret and confidential in accordance with the terms of this Schedule; and
 - 4.1.5 without prejudice to paragraph 4.1.3 above, ensure that Personal Information will be used solely for the purposes of providing, and to the extent required to provide, the Services.
- 4.2 The Supplier shall immediately inform the Authority in writing if, in its opinion, an instruction from the Authority infringes the Data Protection Legislation.
- 4.3 The Supplier shall conduct data protection impact assessments of any Processing operations where there is a high risk to natural persons and if necessary consult with the Regulator, Data Subjects and their representatives in respect of the same.

5 Supplier Personnel

- 5.1 The Supplier shall take reasonable steps to ensure the reliability of any Supplier Personnel who have access to any Personal Information, and ensure that the Personal Information shall only be accessible by Supplier Personnel:
 - 5.1.1 to the extent necessary to properly perform their duties in relation to the Services;
 - 5.1.2 who are informed of its confidential nature and the security procedures relating to it, and who are contractually bound to maintain its confidentiality; and

5.1.3 who are appropriately reliable, qualified and trained.

6 Security of processing

6.1 The Supplier shall implement (and assist the Authority to implement) appropriate technical and organisational measures (to be referred to as "**TOMs**");

6.1.1 in such a manner that Processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject;

6.1.2 in relation to the Processing to ensure a level of security appropriate to the risk (taking into account the nature, scope, context and purposes of Processing the Personal Information), including by (as appropriate):

(a) pseudonymising and encrypting Personal Information and ensuring the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

(b) being able to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident;

(c) regularly testing, assessing and evaluating the effectiveness of TOMs for ensuring the security of the Processing (and having a suitable process to do so); and

(d) when assessing the appropriate level of security for such Personal Information the Supplier shall take into account the risks that are presented by Processing, in particular from a Data Breach;

6.1.3 the Supplier shall allow for and contribute to any and all supplier assurance reviews of the type and frequency deemed appropriate to the Authority due to the overall risk the Supplier (including any of its affiliates and/or Sub-Processors) poses, or is likely to pose, to the Authority Sites, systems or information;

6.1.4 the Supplier shall work with the Authority business relationship manager for the purpose of minimising risks identified as a result of the supplier assurance review and provide any necessary supporting evidence such as but not limited to, International Organisation for Standardisation (ISO) certification documents, penetration test results, and access reports.

7 Assisting with requests from Data Subjects

7.1 Taking into account the actual nature of the processing required, the Supplier shall provide reasonable assistance to the Authority in fulfilling its obligations to respond to requests for exercising the rights of the Data Subject under the Data Protection Legislation, including but not limited to:

7.1.1 assisting the Authority to respond to requests for exercising Data Subjects' Rights (defined below) under Data Protection Legislation by implementing appropriate TOMs to enable such assistance;

7.1.2 conducting data privacy impact assessments of any Processing operations where there is a high risk to natural persons and where necessary consulting with supervisory authorities, Data Subjects and their representatives in respect of the same.

Data Subjects' Rights shall have the following meaning in this paragraph 7: rights including but not limited to the right to be informed, the right to have Personal Information corrected if it is inaccurate, the right to object to certain Processing of Personal Information, the right to restrict Processing of Personal Information, the right to have Personal Information erased (commonly known as 'right to be forgotten'), the right to request access to Personal Information, the right to move, copy or transfer certain Personal Information (commonly known as 'data portability'), rights in relation to automated decision making including profiling, and the right to complain to the Regulator about infringements of the Data Protection Legislation and for the avoidance of doubt in cases where a Data Subject has engaged the right to have Personal Information erased under the Data Protection Legislation, the Supplier acknowledges and agrees that merely putting beyond use the Personal Data or suppressing the same will not amount to erasure so as to enable it to comply with this paragraph 7.1.

8 Data breaches

- 8.1 The Supplier shall notify the Authority without undue delay if it becomes aware of a Data Breach, or any unauthorised or unlawful Processing of the Personal Information and, together with such notice, provide a written description of:
- 8.1.1 the nature of, and facts relating to, the Data Breach together (where possible) with categories and approximate numbers of the Data Subjects and Personal Information records concerned;
 - 8.1.2 the name and contact details of the data protection officer or other contact point at the Supplier (or the relevant Sub-Processor) where more information can be obtained;
 - 8.1.3 the likely consequences of the Data Breach; and
 - 8.1.4 measures taken or proposed to be taken to address the Data Breach including any measures to mitigate any possible adverse effects,
- in each case taking into account the nature of the Processing and the information available to the Supplier, and where and in so far as it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue further delay, but the Supplier (and Sub-Processors, as applicable) may not delay notification under this paragraph 8.1 on the basis that an investigation is incomplete or ongoing.
- 8.2 The Supplier shall assist the Authority in fulfilling its obligations to respond to Data Breaches under the Data Protection Legislation, including but not limited to:
- 8.2.1 (without prejudice to paragraph 8.1 above) documenting any Data Breach (including the facts relating to the Data Breach, their effects and the remedial action taken) and reporting any Data Breach to the Regulator and/or Data Subjects, including by taking into account the information available to the Supplier; and
 - 8.2.2 (without prejudice to paragraph 8.1 above) taking measures to address Data Breaches, including, where appropriate, measures to mitigate their possible adverse effects.
- 9 General assistance with other aspects of the Data Protection Legislation**
- 9.1 The Supplier shall promptly provide to the Authority with such assistance as the Authority may from time to time reasonably require to enable it to comply with its security, breach notification, impact assessment, prior consultation, record keeping and audit responsibilities under the Data Protection Legislation.
- 9.2 The Supplier shall at the option of the Authority, securely delete or return to the Authority, all Personal Information in accordance with paragraph 16 below at any time at the written request of the Authority (provided the Authority is acting reasonably), and securely delete any existing or remaining copies, and promptly certify (via an authorised representative) when this exercise has been completed.
- 10 Information provision, records and audit rights**
- 10.1 The Supplier shall (and shall procure that Sub-Processors shall) at no additional cost to the Authority, maintain a written record of the Processing activities it carries out under this Agreement and the Authority's instructions relating to the Personal Information, together with:
- 10.1.1 a general description of the TOMs referred to in paragraph 6.1 above;
 - 10.1.2 all information necessary to demonstrate compliance with this Agreement; and
 - 10.1.3 such other records as the Authority may reasonably request and/or which the Supplier is legally obliged to keep under the Data Protection Legislation,
- and shall promptly make such information available to the Authority on request.
- 10.2 The Supplier shall grant to the Authority, by the Authority's own personnel or by an independent auditor, the right of access to the Supplier's premises at all reasonable times upon reasonable notice (save in the case of emergency) to inspect and take copies from information and record of Processing activity under this Agreement and shall provide all reasonable assistance at all times for the Term of this Agreement for the purposes of allowing the Authority to obtain such information as is necessary to carry out an audit for the purpose of examining the Supplier's compliance with its obligations arising under this Agreement.

10.3 The Supplier shall allow for and contribute to audits, including inspections, conducted by the Regulator and provide all information necessary in response to any request from the Regulator in relation to the same, in each case which relates in whole or in part to the Personal Information.

10.4 The Supplier shall conduct an annual audit in respect of its Processing of the Personal Information, its compliance with the Data Protection Legislation and promptly thereafter supply the Authority with a copy of a written report in respect of the annual audit including the findings and outcomes relating to the same.

11 Communication of information to the Authority

11.1 The Supplier shall promptly notify the Authority if it receives:

11.1.1 from a Data Subject a communication relating to the exercise of that person's rights under the Data Protection Legislation in relation to the Personal Information, including their right to access the Personal Information or prevent certain Processing; or

11.1.2 any complaint, request, notice, communication or penalty which relates directly or indirectly to the Processing of the Personal Information or to either party's compliance with the Data Protection Legislation (save to the extent that such notification is prohibited by the relevant Data Protection Legislation),

and, together with such notice, shall provide a copy of any such communication, complaint, request, notice or penalty and reasonable details of the circumstances giving rise to it.

12 Regulator

12.1 The Supplier shall provide assistance (including information and access) as reasonably required by the Authority, regarding the obligations of the Authority to co-operate with the Regulator in the performance of its tasks.

12.2 The Supplier shall, to the extent permitted by Applicable Law, notify and consult with the Authority prior to co-operating directly with the Regulator and/or disclosing any information relating to the Authority or the Processing under this Agreement.

13 Transfers of Personal Information outside the United Kingdom or the EEA

13.1 The Supplier shall not transfer Personal Information outside the European Economic Area (**EEA**) or the United Kingdom without the prior written consent of the Authority and, where the Authority consents to such transfer, the Supplier shall, where applicable and in any event prior to causing or permitting any such Processing to occur outside the United Kingdom and/or the EEA:

13.1.1 ensure that the relevant Standard Contractual Clauses are entered into as between the Authority as 'data exporter' and the recipient of the Personal Information (including the Sub-Processor, as relevant) as 'data importer', or such other equivalent term as may be required, and that they remain in place throughout the Term of this Agreement; or

13.1.2 verify that the transfer is to a recipient located within an Adequate Jurisdiction (subject to any applicable restrictions); or

13.1.3 provide evidence in writing to the Authority that the recipient of the Personal Information (including the Sub-Processor, as relevant) has entered into Binding Corporate Rules which are valid in respect of Processing of Personal Information under this Schedule and which have been approved by the European Commission or the United Kingdom and/or appropriate regulators (and the Supplier hereby warrants and undertakes to ensure that the Standard Contractual Clauses are entered into in the manner more particularly described at paragraph 13.1.1 above immediately in the event that the recipient of the Personal Information is no longer entered into Binding Corporate Rules).

13.2 Should any of the transfer mechanisms more particularly referred to in paragraph 13.1 above used by the Supplier for the purposes of transfers under this Schedule be invalid under the Data Protection Legislation or be formally described by the Regulator as no longer providing for adequate protection for Personal Data under the Data Protection Legislation, the Supplier will (at the option of the Authority):

- 13.2.1 immediately at no additional cost to the Authority put in place an alternative mechanism for transfers which has been prior Approved in writing by the Authority having regard to the Data Protection Legislation; or
- 13.2.2 cease transfers of the Personal Information to the relevant recipient forthwith and procure that the relevant recipient immediately takes all actions as are necessary in order for the Supplier to comply with paragraph 9.2 above.

14 Description of Processing

- 14.1 The Supplier warrants and undertakes to use best endeavours to ensure that its description of the Processing carried out on the Personal Information as is set out in **Appendix 1** (Details of Processing of Personal Information) to this Schedule and as is completed in the first instance by the Supplier, is complete and accurate as at the Commencement Date.
- 14.2 The Authority reserves the right to review and amend the description of the Processing more particularly referred to in paragraph 14.1 above at its sole discretion.

15 Engagement of another processor

- 15.1 At the Commencement Date, the Sub-Processor or Sub-Processors engaged by the Supplier and may be used to provide data processing services for personal data for this Agreement are set out in **Appendix 2** to this Schedule.
- 15.2 The Supplier shall not engage another processor to process Personal Information on behalf of the Authority (a Sub-Processor) unless:
 - 15.2.1 it has carried out sufficient due diligence on the proposed Sub-Processor, and obtained sufficient guarantees that such Sub-Processor will implement appropriate TOMs in such a manner that the Processing will meet the requirements of the Data Protection Legislation and ensure the protection of the rights of the Data Subject;
 - 15.2.2 it has carried out sufficient due diligence on the proposed Sub-Processor, and obtained sufficient guarantees that such Sub-Processor will meet and comply with the requirements of the Security Schedule of this Agreement;
 - 15.2.3 it has provided the Authority with full details of the proposed Sub-Processor and the processing it will be carrying out;
 - 15.2.4 the Authority is granted the right to inspect the facilities of the proposed Sub-Processor and/ or the Supplier's due diligence (to the extent the Authority reasonably requires to confirm the security of the proposed Personal Information Processing);
 - 15.2.5 it has entered into a written agreement with such Sub-Processor on no less onerous terms as are set out in this Schedule, except for this paragraph 15, which shall be replaced by a provision preventing that other processor from sub-contracting.
- 15.3 The Supplier shall give the Authority not less than thirty (30) days prior written notice of the appointment of any new or alternative sub-processor.
- 15.4 If, within ten Working Days of the date of a notice given in accordance with paragraph 15.3 either:
 - 15.4.1 the Authority (acting reasonably) notifies the Supplier in writing of its objections to such appointment and the Authority may then nominate an alternative sub-processor in writing; or
 - 15.4.2 the Authority (acting reasonably) has not notified the Supplier in writing of its objections then the Authority shall be deemed to have approved the use of such alternative sub-processor, and such sub-processor shall become an approved Sub-processor and Appendix 2 of this Schedule (List of Sub-Processors) shall be updated accordingly.
- 15.5 If the Authority nominates an alternative sub-processor, the Supplier (acting reasonably) may, subject to the Change Control Procedure:
 - 15.5.1 charge for any necessary work undertaken as a result of the appointment of such alternative sub-processor at the rates provided in the Charges Payment and Invoicing Schedule;

- 15.5.2 charge for any additional costs incurred by the Supplier in relation to using such alternative sub-processor; and/ or
- 15.5.3 make amendments to the Services to the extent required as a result of the Supplier using such alternative sub-processor.
- 15.6 If, in an emergency, the Supplier appoints a new or alternative sub-processor without regard to the provisions of clause 15.3 the provisions of paragraph of 15.4 shall then apply from the date that the Authority is informed of the appointment of the new or alternative sub-processor.
- 15.7 The Supplier shall not be relieved of any of its obligations under this Agreement or this Schedule by entering into any Sub-contract or otherwise delegating the performance of any part of the Services, and the Supplier shall remain fully liable to the Authority for the performance of any Sub-Processor's obligations, and for its acts and omissions (as if they were the acts and omissions of the Supplier).
- 16 Termination**
- 16.1 Following the termination or expiry of this Agreement, the Supplier shall (at the Authority's discretion) either promptly:
 - 16.1.1 return to the Authority all of the Personal Information (or relevant part thereof, including all existing copies) in a format agreed by the Authority which, unless otherwise agreed, shall be a structured, commonly used and machine readable format; or
 - 16.1.2 securely delete all of the Personal Information (or relevant part thereof, including all existing copies) and certify such deletion in writing; and
 - 16.1.3 share Supplier Personnel information with the Authority. This is not limited to the detailed Employee Liability Information required under transfer of undertakings (Protection of Employment) regulations. Early provision of high level Supplier Personnel Data shall be required to enable the Authority to prepare for and undertake a re-procurement process. Such legitimate and proportionate Authority data requests do not conflict with the Data Protection Legislation.
- 16.2 If any law, regulation, or government or regulatory body requires the Supplier to retain any documents or materials or Personal Information that the Supplier would otherwise be required to return or destroy, it will notify the Authority in writing of that retention requirement, giving details of the documents, materials or Personal Information that it must retain, the legal basis for retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

Appendix 1

Details of Processing of Personal Information

[To be completed prior to the Commencement Date.]

The Processing of the Personal Information taking place under this Agreement includes that which is set out in the following description.
Controller The Mayor's Office for Policing and Crime, City Hall, The Queen's Walk, London SE1 2A
Processor *Mandatory Rivus Fleet Solutions Limited, 2620 Kings Court, The Crescent, Birmingham Business Park, Solihull, B37 7YE Data Protection Officer: Ian Rawlinson
The subject matter of the Processing is: [DESCRIBE for example, personal data relating to individuals benefitting from the Services provided by the Supplier under this Agreement] *Mandatory (To be completed by the Authority relationship manager – high level) The nature and purpose of the Processing is: *Mandatory (To be completed by the Authority relationship manager – more granular) [DESCRIBE for example: Processing of personal data relating to [description of whose personal data will be processed e.g. end users of the Services] is conducted to enable the Supplier to provide the Services and shall include, but shall not be limited to, the following types of Processing: • collection; • recording; • organisation; • structuring; • storage; • adaptation or alteration; • retrieval; • consultation; and • use.]
The duration of the Processing is: [DESCRIBE] OR [As set out in this Agreement] OR [Example: The Processing will last for the Term of this Agreement and for such period after the expiry or termination of this Agreement to allow the Supplier to comply with its legal obligations and return or delete the personal data in accordance with this Agreement. *Mandatory (To be completed by the Authority relationship manager) This section should include the length of time the supplier will process data for.
The categories of Personal Data being Processed is: *Mandatory (To be completed by the Authority relationship manager) [DESCRIBE] This section should include a list of personal data being processed, for example: Name, Address, DOB, Contact Details, NI, the Authority Account details, IP Address, Nationality, and Health Data etc. It should be separated into personal data and special category personal data. Example: The personal data Processed by the Supplier under this Agreement relates to [insert who it relates to – e.g. end users of the Services] and comprises the following types of personal data: Personal Data

1. Officers warrant numbers
2. Names
3. Email addresses
4. Contact telephone numbers at work
5. Work location addresses

Personal Information Definition; Any information relating to an identified or identifiable natural person.

Special Categories of Personal Information; Personal information that consists of information with regard to racial or ethnic origin; political opinions; physical or mental health or condition; sexual life; genetic data" and "biometric data etc.

The categories of Data Subjects include: *Mandatory (To be completed by the Authority relationship manager) [DESCRIBE]

This section should include a list of categories of Data Subjects, for example;

1. Colleagues;
2. Customers;
3. Customer Representatives;
4. Agency Staff;
5. Suppliers;
6. Enquirers;
7. complainants etc.

Definition; A Data Subject is an individual whom the particular personal information is about.

Appendix 2

List of Sub-Processors

[To be completed with the list of Sub-Processors appointed by the Supplier prior to the Commencement Date.]

9. Dispute Resolution Procedure Schedule

1 Definitions

- 1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement
- 1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:
- | | |
|------------------------------------|---|
| CEDR | means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU; |
| Counter Notice | has the meaning given to it in paragraph 6.2 of this Schedule; |
| Dispute Notice | as described in paragraph 2 of this Schedule; |
| Exception | means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Agreement or in the supply of the Services; |
| Expedited Dispute Timetable | means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6 of this Schedule; |
| Expert | means the person appointed by the parties in accordance with paragraph 5.2 of this Schedule; |
| Expert Determination | as prescribed in paragraph 5 of this Schedule; |
| Mediation Notice | has the meaning given to it in paragraph 3.2 of this Schedule; and |
| Mediator | means the independent third party appointed in accordance with paragraph 4.2 of this Schedule. |

2 Introduction

- 2.1 If a Dispute arises then:
- 2.1.1 the Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
 - 2.1.2 if such attempts are not successful within a reasonable time either party may give to the other a Dispute Notice.
- 2.2 The Dispute Notice shall set out:
- 2.2.1 the material particulars of the Dispute;
 - 2.2.2 the reasons why the party serving the Dispute Notice believes that the Dispute has arisen; and
 - 2.2.3 if the party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 below, the reason why.
- 2.3 Unless agreed otherwise in writing, the parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Schedule.
- 2.4 Subject to paragraph 2.1 above, the parties shall seek to resolve Disputes:
- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3 below);
 - 2.4.2 then by mediation (as prescribed in paragraph 4 below); and

- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6 below) or litigation (in accordance with the Governing law and Jurisdiction clauses of this Agreement,
- specific issues shall be referred to Expert Determination (as prescribed in paragraph 5 below) where specified under the provisions of this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 (below Expert Determination).
- 2.5 In exceptional circumstances where the use of the times in this Schedule would be unreasonable, including (by way of example) where one party would be materially disadvantaged by a delay in resolving the Dispute, the parties may agree to use the Expedited Dispute Timetable. If the parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Authority.
- 2.6 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 above, or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Schedule:
- 2.6.1 in paragraph 3.2.3 below, ten (10) Working Days;
- 2.6.2 in paragraph 4.2 below, ten (10) Working Days;
- 2.6.3 in paragraph 5.2 below, five (5) Working Days; and
- 2.6.4 in paragraph 6.2 below, ten (10) Working Days.
- 2.7 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3 Commercial negotiations

- 3.1 Following the service of a Dispute Notice, the Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Authorised Representatives, such discussions being commercial negotiations.
- 3.2 If:
- 3.2.1 either party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
- 3.2.2 the parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or
- 3.2.3 the parties have not settled the Dispute in accordance with paragraph 3.1 above within thirty (30) Working Days of service of the Dispute Notice,
- either party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 4 below.

4 Mediation

- 4.1 If a Mediation Notice is served, the parties shall attempt to resolve the Dispute in accordance with the CEDR Model Mediation Procedure which shall be deemed to be incorporated by reference into this Agreement.
- 4.2 If the parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either party may apply to CEDR to nominate the Mediator.
- 4.3 If the parties are unable to reach a settlement in the negotiations at the mediation, and only if the parties so request and the Mediator agrees, the Mediator shall produce for the parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been produced in writing and signed by, or on behalf of, the parties (in accordance with the procedure for variations under the Change Control Procedure (where appropriate) set out in this Agreement. The Mediator shall assist the parties in recording the outcome of the mediation.

5 Expert determination

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the parties may agree) and the Dispute has not been resolved by discussion or mediation, then either party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an expert for determination.
- 5.2 The expert shall be appointed by agreement in writing between the parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the expert shall be appointed on the instructions of a suitable independent association or professional body.
- 5.3 The expert shall act on the following basis:
- 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the expert's determination shall (in the absence of a material failure by either party to follow the agreed procedures) be final and binding on the parties;
 - 5.3.3 the expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his/her appointment or as soon as reasonably practicable thereafter and the parties shall assist and provide the documentation that the expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one party to another as a result of the expert's determination shall be due and payable within twenty (20) Working Days of the expert's determination being notified to the parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6 Arbitration

- 6.1 The Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 below.
- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Authority of its intentions and the Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 below, or be subject to the jurisdiction of the courts in accordance with Governing law and Jurisdiction clauses of this Agreement. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If:
- 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 below shall apply;
 - 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Governing law and Jurisdiction clauses of this Agreement, the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
 - 6.3.3 the Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 6.2 above, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 below, or commence court proceedings in the courts in accordance with Governing law and Jurisdiction clauses of this Agreement which shall (in those circumstances) have exclusive jurisdiction.

- 6.4 In the event that any arbitration proceedings are commenced pursuant to paragraph 6.1 to 6.3 above, the parties hereby confirm that:
- 6.4.1 all disputes, issues or claims arising out of or in connection with this Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") subject to paragraph 6.4.5, 6.4.6 and 6.4.7 below;
 - 6.4.2 the arbitration shall be administered by the LCIA;
 - 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the parties in the absence of any material failure to comply with such rules;
 - 6.4.4 if the parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 6.4.5 the chair of the arbitral tribunal shall be British;
 - 6.4.6 the arbitration proceedings shall take place in London and in the English language; and
 - 6.4.7 the seat of the arbitration shall be London.

7 Urgent relief

- 7.1 Either party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 7.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other party of that party's Intellectual Property Rights; and/or
 - 7.1.2 where compliance with paragraph 2.1 above and/or referring the Dispute to mediation may leave insufficient time for that party to commence proceedings before the expiry of the limitation period.

10. Exit Management Schedule

1 Definitions

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Application Programming	means a piece of software that facilitates access to the Supplier's application(s) to provide access to business functionality and/or Authority Data to support any relevant termination services which conforms to the Government Digital Service
Interface or API	API technical and data standards set online at: https://www.gov.uk/guidance/gdsapi-technical-and-data-standards
Emergency Exit	any termination of this Agreement which is a: (a) termination of the whole or part of this Agreement in accordance with clause 50 (Termination) or clause 53 (Termination without cause), except where the period of notice given under that clause is greater than or equal to six (6) months; (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to clause 50 (Termination) or clause 53 (Termination without cause); or (c) wrongful termination or repudiation of this Agreement by either party
Exclusive Assets	those assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services
Exit Information	has the meaning given in paragraph 3.1 in this Schedule
Exit Manager	the person appointed by each party pursuant to paragraph 2.3 in this Schedule for managing the parties' respective obligations under this Schedule
Exit Plan	has the meaning given in paragraph 4 in this Schedule
Financial Distress Event	has the meaning given in the Financial Distress Schedule of this Agreement
Net Book Value	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement
Non-Exclusive Assets	those assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value
Ordinary Exit	any termination of the whole or part of this Agreement which occurs: (a) pursuant to clauses 50 (Termination) or clause 51 (Termination without cause) where the period of notice given by the party serving notice to terminate pursuant to such clause is greater than or equal to six (6) months; or (b) as a result of the expiry of the Initial Term or any Extension Period.
Partial Termination	has the meaning given in the Staff Transfer Schedule of this Agreement
Registers	the register and configuration database referred to in paragraphs 2.1.1 and 2.1.2 in this Schedule
Staffing Information	has the meaning given in the Staff Transfer of this Agreement

Transferable Assets	those of the Exclusive Assets which are capable of legal transfer to the Authority
Transferable Contracts	the Sub-contracts, licences for Supplier's software, licences for third party software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant documentation
Transferring Contracts	has the meaning given in paragraph 8.2.1(b) in this Schedule
Transferring Supplier Employees	has the meaning given in the Staff Transfer Schedule of this Agreement

2 Obligations During the Term to Facilitate Exit

2.1 During the Term, the Supplier shall:

2.1.1 create and maintain a register of all:

(a) assets, detailing their:

- (i) make, model and asset number;
- (ii) ownership and status as either Exclusive Assets or Non-
- (iii) Exclusive Assets;
- (iv) Net Book Value;
- (v) condition and physical location; and
- (vi) use (including technical specifications);

(b) sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

2.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Authority and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

2.1.3 agree the format of the Registers with the Authority as part of the process of agreeing the Exit Plan; and

2.1.4 at all times keep the Registers up to date, in particular in the event that assets, Sub-contracts.

2.2 The Supplier shall procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement.

2.3 Each party shall appoint a person for the purposes of managing the parties' respective obligations under this Schedule and provide written notification (e.g. in the Exit Plan referred to in paragraph 4 below) of such appointment to the other party within three (3) months of the Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-contractors comply with this Schedule. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule. The parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each party's compliance with it.

3 Obligations to assist on re-tendering of services

3.1 On reasonable notice at any point during the Term, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to

facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

- 3.1.1 details of the Service(s);
 - (a) a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
 - (b) an inventory of Authority Data in the Supplier's possession or control;
 - (c) details of any key terms of any third party contracts and licences let or obtained specifically for the provision of the Services, particularly as regards charges, termination, assignment and novation;
 - (d) list of on-going and/or threatened disputes in relation to the provision of the Services;
 - (e) to the extent permitted by Applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Agreement; and
 - (f) such other material and information as the Authority shall reasonably require,
 - (g) (together, the "**Exit Information**").

3.2 The Supplier shall:

- 3.2.1 notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and
- 3.2.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Authority.

3.3 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than four (4) updates in any six (6) month period.

3.4 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- 3.4.1 prepare an informed offer for those Services; and
- 3.4.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

4 Exit plan

4.1 The Supplier shall, within six (6) months after the Commencement Date, deliver to the Authority an Exit Plan which:

- 4.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier on Partial Termination, expiry or termination of this Agreement;
- 4.1.2 complies with the requirements set out in paragraph 4.2 below; and
- 4.1.3 is otherwise reasonably satisfactory to the Authority.

4.2 The parties shall use reasonable endeavours to agree the contents of the Exit Plan and upon agreement insert the Exit Plan in Appendix 1 (Exit Plan) in this Schedule in accordance with the Change Control Procedure. If the parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 how the Exit Information is obtained;
- 4.3.2 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be

- unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its subcontractors to provide the Services;
- 4.3.3 a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Agreement;
 - 4.3.4 the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
 - 4.3.5 the management structure to be employed during the termination assistance period;
 - 4.3.6 a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
 - 4.3.7 how the Services will transfer to the Replacement Supplier and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
 - 4.3.8 the scope of the termination services that may be required for the benefit of the Authority;
 - 4.3.9 a timetable and critical issues for providing the termination services;
 - 4.3.10 any charges that would be payable for the provision of the termination services (calculated in accordance with the methodology that would apply if such Services were being treated as a contract change as described in clause 41 (Contract Change) in the Agreement), together with a capped estimate of such charges;
 - 4.3.11 how the termination services would be provided (if required) during the termination assistance period;
 - 4.3.12 procedures to deal with requests made by the Authority and/or a Replacement Supplier for Staffing Information pursuant to the Staff Transfer Schedule; and
 - 4.3.13 how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the termination assistance period.
- 4.4 The parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.
 - 4.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year) and if requested by the Authority following the occurrence of a Financial Distress Event, within ten (10) Working Days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Working Days following submission of the revised Exit Plan, the parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. Upon agreement between the parties, the existing Exit Plan in Appendix 1 (Exit Plan) to this Schedule is to be replaced with the revised Exit Plan in accordance with the Change Control Procedure. If the parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.
 - 4.6 Within twenty (20) Working Days after service of a Termination Notice by either party or six (6) months prior to the expiry of this Agreement, the Supplier will submit for the Authority's Approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
 - 4.7 The parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. Upon agreement between the parties, the existing Exit Plan in Appendix 1 (Exit Plan) to this Schedule is to be replaced with the final form of the Exit Plan in accordance with the Change Control Procedure. If the parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days following its delivery to the Authority then such Dispute shall be resolved in

accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the termination services in accordance with the principles set out in this Schedule and the last Approved version of the Exit Plan set out in Appendix 1 (Exit Plan) in this Schedule (insofar as relevant).

5 Termination Services

5.1 Notwithstanding the terms set out in clause 50 (Termination) of the Agreement, the Authority shall be entitled to require the provision of the termination services at any time during the Term by issuing a Termination Notice to the Supplier at least six (6) months prior to the date of Partial Termination, termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either party of a Termination Notice. The Termination Notice shall specify:

- 5.1.1 the date from which the termination services are required;
- 5.1.2 the nature of the termination services required; and
- 5.1.3 the period during which it is anticipated that the termination services will be required, which shall continue no longer than twenty four (24) months after the date that the Supplier ceases to provide the termination services.

5.2 The Authority shall have:

- 5.2.1 an option to extend the period of assistance beyond the period specified in the Termination Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the terminated Services or, if applicable, beyond the end of the termination assistance period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of the termination services is otherwise due to expire; and
- 5.2.2 the right to terminate its requirement for the termination services by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect.

6 Termination Assistance Period

6.1 Throughout the termination assistance period, or such shorter period as the Authority may require, the Supplier shall:

- 6.1.1 continue to provide the Services (as applicable) and, if required by the Authority pursuant to paragraph 5.1 above, provide the termination services;
- 6.1.2 in addition to providing the Services and the termination services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the Partial Termination, termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 6.1.2 above without additional costs to the Authority;
- 6.1.4 provide the Services and the termination services at no detriment to the Target KPI(s), save to the extent that the parties agree otherwise in accordance with paragraph 6.3 below; and
- 6.1.5 at the Authority's request and on reasonable notice, deliver up-to-date Registers to the Authority.

6.2 Without prejudice to the Supplier's obligations under paragraph 6.1.3 above, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 6.1.2 above without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the termination services or the Exit Plan shall be subject to the Change Control Procedure.

6.3 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the termination services during the termination assistance period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Target KPI(s), the parties shall vary the relevant Target KPI(s) and/or the applicable Service Credit to take account of such adverse effect.

7 Termination Obligations

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination or termination.
- 7.2 At the end of the termination assistance period (or earlier if this does not adversely affect the Supplier's performance of the Services and the termination services and its compliance with the other provisions of this Schedule) in respect of the Services that have been terminated, the Supplier shall:
- 7.2.1 cease to use the Authority Data;
 - 7.2.2 provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);
 - 7.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the termination assistance period all Authority Data and promptly certify to the Authority that it has completed such deletion;
 - 7.2.4 return to the Authority such of the following as is in the Supplier's possession or control:
 - (a) all copies of the Authority software and any other software licensed by the Authority to the Supplier under this Agreement;
 - (b) all materials created by the Supplier under this Agreement in which the Intellectual Property Rights are owned by the Authority;
 - (c) any parts of the IT environment and any other equipment which belongs to the Authority; and
 - (d) any items that have been on-charged to the Authority, such as consumables.
 - 7.2.5 vacate any Authority Premises unless access is required to continue to deliver the Services;
 - 7.2.6 provide access during normal working hours to the Authority and/or the Replacement Supplier for up to twelve (12) months after the Partial Termination, expiry or termination of this Agreement to:
 - (a) such information relating to the Services as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph 7.2.4(b) above.
- 7.3 Upon Partial Termination, termination or expiry (as the case may be) or at the end of the termination assistance period (or earlier if this does not adversely affect the Supplier's performance of the Services and the termination services and its compliance with the other provisions of this Schedule), each party shall return to the other party (or if requested, destroy or delete) all Confidential Information of the other party in respect of the terminated Services and shall certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services or termination services or for statutory compliance purposes.
- 7.4 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the terminated Services shall be terminated with effect from the end of the termination assistance period.

8 Assets, Sub-Contracts and software licences

- 8.1 Following notice of termination or Partial Termination of this Agreement and during the termination assistance period, the Supplier shall not, in respect of the terminated Services, without the Authority's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of the Services or the Charges;

- 8.1.2 subject to normal maintenance requirements, make material modifications to, or dispose of, any existing assets or acquire any new assets used in the provision of the terminated Services; or
- 8.1.3 terminate, enter into or vary any licence for software in connection with the terminated Services other than to plan for the Supplier ceasing to provide them.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 6.1.5 above, the Authority shall provide written notice to the Supplier setting out:
 - 8.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority and/or the Replacement Supplier in respect of the terminated Services ("**Transferring Assets**");
 - (a) which, if any, of:
 - (i) the Exclusive Assets that are not Transferable Assets; and
 - (ii) the Non-Exclusive Assets,
- the Authority and/or the Replacement Supplier requires the continued use of; and
 - (b) which, if any, of Transferable Contracts the Authority requires to be assigned or novated to the Authority and/or the Replacement Supplier (the "Transferring Contracts"), in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the termination assistance period. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services.
- 8.3 With effect from the expiry of the termination assistance period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:
 - 8.3.1 a Termination Payment Default is payable by the Authority to the Supplier, in which case, payment for such Transferring Assets shall be included within the Termination Payment Default; or
 - 8.3.2 the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the termination assistance period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.
- 8.5 Where the Supplier is notified in accordance with paragraph 8.2.1(b) above that the Authority and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets and the Authority or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 8.7 The Authority shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Authority subject to the payment of all fees, costs and charges due and payable in respect of the Transferring Contracts arising during the termination assistance period until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.

8.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to paragraph 8.6 above for claims that arise while the Supplier is a party to the Transferring Contract and prior to the date of assignment or novation of such Sub-contract and that are solely and exclusively caused by the Supplier's actions or omissions during that period.

9 Supplier Personnel

9.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, the Staff Transfer Schedule of this Agreement shall apply.

9.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier.

9.3 During the termination assistance period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

9.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

9.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose engagement is transferred to the Authority and/or the Replacement Supplier, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

10 Charges

10.1 During the termination assistance period (or for such shorter period as the Authority may require the Supplier to provide the termination services), the Authority shall pay the Charges to the Supplier in respect of the termination services as set out in the Exit Plan (but shall not be required to pay costs in excess of the estimate set out in the Exit Plan). If the scope or timing of the termination services is changed and this results in a change to the costs of such termination services, the estimate may be varied in accordance with the Change Control Procedure.

10.2 Where the Authority requests an extension to the termination services beyond the termination assistance period in accordance with paragraph 5.2 above:

10.2.1 where more than six (6) months' notice is provided, the same rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable; and

10.2.2 where less than six (6) months' notice is provided, no more than ten percent (10%) increase of the rates as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable.

10.3 For the purpose of calculating the costs of providing the termination services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing the termination services shall be determined in accordance with the Change Control Procedure.

10.4 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and

implementation of the Exit Plan and any activities mutually agreed between the parties to carry on after the expiry of the termination assistance period.

11 Apportionments

11.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

11.1.1 the amounts shall be annualised and divided by three hundred and sixty-five (365) to reach a daily rate;

11.1.2 the Authority shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

11.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

12 Termination Charges

12.1 Termination Charges for this Agreement are as found at Appendix 2 in accordance with the Charges, Invoicing and Payment Schedule of this Agreement.

Appendix 1
Exit Plan

[To be inserted.]

Appendix 2

Termination Charges

Milestone ID	Milestone name	Start Date	Milestone Achieved Date	Milestone Cost	Assumptions	Impact
Exit	Exit	6 Months Prior to Contract End	Contract End	£5,000	6 Months Prior to Exit	N/A

11. Financial Distress Schedule

1 Introduction

- 1.1 The parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.
- 1.2 The terms of this Schedule shall survive termination or expiry of this Agreement.

2 Definitions

- 2.1 In this Schedule, unless set out in paragraph 2.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.
- 2.2 Notwithstanding paragraph 2.1 above, the following definitions shall apply:

Credit Rating Threshold the minimum credit rating level for the Supplier and the Guarantor as set out in Appendix 2 of this Schedule and for each Key Sub-contractor (if applicable); and

Financial Distress Event The occurrence or one or more of the following events:

- a) the credit rating of the Supplier or any Key Sub-contractor dropping below the applicable Credit Rating Threshold;
- b) the Supplier, the Guarantor or any Key Sub-contractor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, the Guarantor or any Key Sub-contractor;
- d) the Supplier, the Guarantor/ or any Key Sub-Contractor committing a material breach of covenant to its lenders;
- e) a Key Sub-contractor (where applicable) notifying The Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
- g) commencement of any litigation against the Supplier, the Guarantor/ or any Key Sub-contractor with respect to financial indebtedness or obligations under a contract;
- i) non-payment by the Supplier, the Guarantor or any Key Sub-contractor of any financial indebtedness;
- ii) any financial indebtedness of the Supplier, the Guarantor or any Key Sub-contractor becoming due as a result of an event of default; or
- iii) the cancellation or suspension of any financial indebtedness in respect of the Supplier, the Guarantor or any Key Sub-contractor, in each case which The Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Services in accordance with the Agreement;

Financial Distress Service Continuity Plan a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with the Agreement in the event that a Financial Distress Event occurs;

Rating Agencies the rating agencies listed in Appendix 1 of this Schedule.

3 Credit Rating and Duty to Notify

- 3.1 The Supplier warrants and represents to the Authority that as at the Contract Signature Date the long term credit ratings issued for the Supplier by each of the Rating Agencies are as set out in Appendix 2 of this Schedule.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for either the Supplier or the Guarantor, the Supplier shall ensure that the Supplier's auditors thereafter provide the Authority within ten (10) Working Days of the end of each Contract Year and within ten (10) Working Days of written request by the Authority (such requests not to exceed four (4) in any Contract Year) with written calculations of the quick ratio for the Supplier or the Guarantor as the case may be as at the end of each Contract Year or such other date as may be requested by the Authority. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Supplier or the Guarantor;
- B is the value of all marketable securities held by the Supplier or the Guarantor determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Supplier or the Guarantor; and
- D is the value at the relevant date of the current liabilities of the Supplier or the Guarantor.

- 3.4 The Supplier shall:
- 3.4.1 regularly monitor the credit ratings of the Supplier or Guarantor and each Key Sub-contractor with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) the Authority in writing following the occurrence of a Financial Distress Event or Key Sub-contractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-contractor Financial Distress Event (and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event, the Key Sub-contractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a Key Sub-contractor Financial Distress Event).
- 3.5 For the purposes of determining whether a Financial Distress Event has occurred, the credit rating of the Supplier, the Guarantor or relevant Key Sub-contractor (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Supplier, the Guarantor or relevant Key Sub-contractor (as the case may be) at or below the applicable Credit Rating Threshold.

4 Consequences of a Financial Distress Event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Authority shall have the rights and remedies as set out in paragraphs 4.3 to 4.6 below.
- 4.2 In the event that a Financial Distress Event arises due to a Key Sub-contractor notifying the Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Authority shall not exercise any of its rights or remedies under paragraph 4.3 below without first giving the Supplier ten (10) Working Days to:
- 4.2.1 rectify such late or non-payment; or

- 4.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and/or any relevant Key Sub-contractor shall:
- 4.3.1 at the request of the Authority meet the Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance and in accordance the Agreement; and
- 4.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under paragraph 4.3 that the Financial Distress Event could impact on the continued performance in accordance with the Agreement:
- (a) submit to the Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Supplier or the Guarantor as the Authority may reasonably require.
- 4.4 If the Authority does not (acting reasonably) Approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Authority or referred to the Dispute Resolution Procedure.
- 4.5 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by the Authority, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with Agreement;
- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with paragraph 4.6.1 above submit an updated Financial Distress Service Continuity Plan to the Authority for its Approval, and the provisions of paragraphs 4.4 and 4.5 above shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and subject to the agreement of the parties, the Supplier may be relieved of its obligations under paragraph 4.6 above.

5 Termination Rights

- 5.1 The Authority shall be entitled to terminate this Agreement for material Default if:
- 5.1.1 the Supplier fails to notify the Authority of a Financial Distress Event in accordance with paragraph 4.1 above.
- 5.1.2 The Authority and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraphs 4.4 to 4.5 above; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan).

6 Primacy of Credit Ratings

- 6.1 Without prejudice to the Supplier's obligations and the Authority's rights and remedies under paragraph 4 above if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
- 6.1.1 the Supplier shall be relieved automatically of its obligations under paragraph 4.6 above; and
 - 6.1.2 the Authority shall not be entitled to require the Supplier to provide financial information in accordance with paragraph 4.3.2(b) above.

Appendix 1

Rating Agencies

- 1 The Rating Agency is Dun and Bradstreet.

Appendix 2

Current Credit Ratings & Credit Rating Thresholds

Entity	Credit Rating (Dun and Bradstreet Failure Score)
Supplier: Rivus Fleet Solutions Limited	55
Guarantor: Aurelius Gamma Limited	20
Key Sub-contractor: [to be inserted if any]	[To be inserted prior to Commencement Date]

12. Governance Schedule

1 Definitions

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Board Member the initial persons appointed by the Authority and Supplier to the Boards as set out in Appendix 1 (Representation and Structure of Boards) of this Schedule and any replacements from time to time agreed by the parties in accordance with paragraph 2 in this Schedule

Boards the Technical, Risk and Service Management Board, Change Management Board, Innovation and Continuous Improvement Board, Programme Board, and Senior Stakeholder Board as described in this Schedule, and "Board" shall mean any of them

2 Management of the Services

2.1 The Supplier and the Authority shall each appoint an Authorised Representative for the purposes of this Agreement through whom the Services shall be managed on a day-to-day basis.

2.2 Both parties shall ensure the Authorised Representative is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.

3 Establishment and Structure of the Boards

3.1 The Boards shall be established by the Authority for the purposes of this Agreement on which both the Supplier and the Authority shall be represented.

3.2 In relation to each Board, the:

3.2.1 Authority Board Members;

3.2.2 Supplier Board Members;

3.2.3 frequency that the Board shall meet (unless otherwise agreed between the parties);

3.2.4 location of the Board's meetings; and

3.2.5 planned start date by which the Board shall be established,

3.3 shall be as set out in Appendix 1 (Representation and Structure of Boards) to this Schedule.

3.4 In the event that either party wishes to replace any of its appointed Board Members, that party shall notify the other in writing of the proposed change for agreement by the other party, and amend Appendix 1 to this Schedule in accordance with the Change Control Procedure (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

3.5 Each party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:

3.5.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

3.5.2 that he/she is debriefed by such delegate after the Board meeting.

- 3.6 A chairperson shall be appointed by the Authority for each Board as identified in Appendix 1 (Representation and Structure of Boards) to this Schedule. The chairperson shall be responsible for:
- 3.6.1 scheduling Board meetings;
 - 3.6.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - 3.6.3 chairing the Board meetings;
 - 3.6.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - 3.6.5 ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and
 - 3.6.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.7 Board meetings shall be quorate as long as at least two (2) representatives from each party are present.
- 3.8 The parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

4 Role of the Technical, Risk and Service Management Board

- 4.1 The Technical, Risk and Service Management Board shall be responsible for the executive management of the Services, identify and manage risks relating to the performance of the Services and for oversight of the technology used in the Supplier's Service and ensuring that technological choices are made to maximise the long term value of the Supplier solution and shall:
- 4.1.1 be accountable to the Programme Board for comprehensive oversight of the Services and for the senior management of the operational relationship between the parties;
 - 4.1.2 report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against the high level implementation plan set out in the Implementation Plan and Testing Schedule of this Agreement;
 - 4.1.3 receive Management Reports in accordance with paragraph 4.2 and 4.3 below from the Authorised Representatives on matters such as issues relating to delivery of existing Services and performance against KPIs, progress against the implementation plan and possible future developments;
 - 4.1.4 review and report to the Programme Board on service management, coordination of individual projects and any integration issues;
 - 4.1.5 deal with the prioritisation of resources and the appointment of the Authorised Representative on behalf of the parties;
 - 4.1.6 consider and resolve Disputes (including Disputes as to the cause of a delay or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Programme Board;
 - 4.1.7 develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same;
 - 4.1.8 provide assurance to the Programme Board that risks are being effectively managed across the Services, including reporting the 'top 5' risks to the Programme Board on a monthly basis;

- 4.1.9 identify the risks to be reported to the Programme Board via the regular risk reports;
- 4.1.10 subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in a risk register. As a minimum the risk register must include:
 - (i) risk score;
 - (ii) risk target;
 - (iii) risk trend;
 - (iv) issues cause;
 - (v) issues impact;
 - (vi) proximity; and
 - (vii) action progress and mitigation.
- 4.1.11 ratify or refuse requests to close risks on the risk register;
- 4.1.12 identify risks relating to or arising out of the performance of the Services and provisional owners of these risks
- 4.1.13 ensure compliance with the Standards (as set out in the Standards Schedule of this Agreement);
- 4.1.14 grant dispensations for variations from such compliance where appropriate;
- 4.1.15 assure the coherence and consistency of the systems architecture for the Supplier solution;
- 4.1.16 monitor developments in new technology and reporting on their potential benefit to the Services;
- 4.1.17 provide advice, guidance and information on technical issues; and
- 4.1.18 assure that the technical elements of the Supplier solution meets the requirements set out in the Services Description Schedule of this Agreement, and has sufficient flexibility to cope with future requirements of the Authority.
- 4.2 Within ten (10) Working Days of the end of each Service Period (as defined in the Performance Regime Schedule), the Supplier shall provide a Management Report to the Authority Representative in accordance with paragraph 4.3 below. At each Technical, Risk and Service Management Board meeting, the Supplier shall present its previously circulated Management Reports in the format set out in paragraph 4.3 below.
- 4.3 The Management Report shall be in such a format as initially agreed between the parties prior to the Commencement Date (and thereafter from time to time), and shall contain, as a minimum, the following information:
 - 4.3.1 information in respect of the Service Period just ended;
 - 4.3.2 for each KPI, the actual performance achieved over the Service Period for the most granular measurement level available, and that achieved over the previous three (3) Service Periods;
 - 4.3.3 a summary of all Service Failures that occurred during the Service Period including failures to meet an Achieved KPI;
 - 4.3.4 which Service Failures remain outstanding and the progress made in resolving them;

- 4.3.5 for any Service Failures occurring during the Service Period, the root cause of the relevant Service Failure, the fix time (where applicable) and the action being taken, to reduce the likelihood of recurrence;
- 4.3.6 any excused performances in accordance with the Performance Regime Schedule of this Agreement, and the justification for such excused performance;
- 4.3.7 the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
- 4.3.8 where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- 4.3.9 for any repeat Service Failures, actions taken to resolve the underlying Service Failures, prevent recurrence and identify lessons learned;
- 4.3.10 the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Disaster Recovery Plan;
- 4.3.11 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- 4.3.12 such other details as the Authority may reasonably require from time to time;
- 4.3.13 a rolling total of the number of Service Failures that have occurred over the last six (6) Service Periods;
- 4.3.14 any aspects of the Supplier's performance of the Services which the responses to the satisfaction surveys reasonably suggest are not meeting the Services Description or the KPIs;
- 4.3.15 the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Disaster Recovery Plan;
- 4.3.16 information relevant to key performance levels in respect of the next Service Period including (but not limited to) any scheduled service downtime for permitted maintenance;
- 4.3.17 record of all Approved Change Requests agreed in accordance with the Change Control Procedure Schedule of this Agreement;
- 4.3.18 the risk register change management reports in respect of Agreement Changes; and
- 4.3.19 incident, problem, capacity, financial and other ITIL management reports.

5 Role of the Change Management Board

- 5.1 The Change Management Board shall assess the impact and Approve or reject all Change Requests. Changes which will have a significant impact on the Services shall be escalated to the Programme Board.
- 5.2 The Change Management Board shall:
 - 5.2.1 analyse and record the impact of all Changes, specifically whether the proposed Change:
 - (i) has an impact on other areas or aspects of this Agreement and/or other documentation relating to the Services;
 - (ii) has an impact on the ability of the Authority to meet its agreed business needs within agreed time-scales;
 - (iii) will raise any risks or issues relating to the proposed Change; and

- (iv) will provide value for money in consideration of any changes to the financial model, future Charges and/or KPIs and Target KPIs;

5.2.2 provide recommendations, seek guidance and authorisation from the Programme Board as required; and

5.2.3 approve or reject (close) all proposed Changes.

6 Role of the Innovation and Continuous Improvement Board

6.1 The Continuous Improvement Board shall:

6.1.1 lead innovation and continuous improvement activities;

6.1.2 propose and develop initiatives to enhance the solution.

6.2 The Innovation and Continuous Improvement Board shall:

6.2.1 work with the Technical, Risk and Service Management Board to develop continuous improvement initiatives as required;

6.2.2 provide recommendations and reports to and seek guidance from the Programme Board as required.

7 Role of the Programme Board

7.1 The Programme Board shall:

7.1.1 provide senior level guidance, leadership and strategy for the overall delivery of the Services;

7.1.2 be the point of escalation from the Change Management Board, the Technical Board and the Technical, Risk and Service Management Board; and

7.1.3 carry out the specific obligations attributed to it in paragraph 7.2 below.

7.2 The Programme Board shall:

7.2.1 ensure that this Agreement is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Supplier;

7.2.2 receive and review reports from the Technical, Risk and Service Management Board and review reports on technology, service and other developments that offer potential for improving the benefit that either party is receiving, in particular value for money;

7.2.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services;

7.2.4 provide guidance and authorisation to the Change Management Board on relevant Changes;

7.2.5 provide guidance to and review reports from the Innovation and Continuous Improvement Board.

8 Role of the Senior Stakeholder Board

8.1 The Senior Stakeholder Board shall:

8.1.1 provide senior level direction and guidance as necessary;

8.1.2 maintain senior stakeholder relationships;

8.1.3 be the point of escalation from the Programme Board.

9 Contract Management Mechanisms

9.1 Both parties shall pro-actively manage risks attributed to them under the terms of this Agreement.

9.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:

9.2.1 the identification and management of risks;

9.2.2 the identification and management of issues; and

9.2.3 monitoring and controlling project plans.

9.3 The risk register shall be updated by the Supplier and submitted for review by the Risk Management Board.

10 Annual Review

10.1 An annual review meeting shall be held throughout the Term on a date to be agreed between the parties.

10.2 The meetings shall be attended by the Authority Representative and the Supplier Representative and any other persons considered by the Authority necessary for the review.

Appendix 1

Representation and Structure of Boards

Technical, Risk and Service Management Board

Authority Members of Technical, Risk and Service Management Board	[Chairperson – to be confirmed] Head of Fleet Head of Engineering Head of Performance and Business
Supplier Members of Technical, Risk and Service Management Board	Service Delivery Manager Regional Garage Director Head of Customer Operations Account Director
Start Date of Technical, Risk and Service Management Board	[to be confirmed]
Frequency of Technical, Risk and Service Management Board	Monthly
Location of Technical, Risk and Service Management Board	[to be confirmed]

Change Management Board

Authority Members of Change Management Board	[Chairperson – to be confirmed] Head of Fleet Head of Engineering Head of Performance and Business Head of Commercial
Supplier Members of Change Management Board	Service Delivery Manager CI Manager Account Director Divisional representation (as appropriate)
Start Date of Change Management Board	[to be confirmed]
Frequency of Change Management Board	Quarterly
Location of Change Management Board	[to be confirmed]

Innovation and Continuous Improvement Board

Authority Members of Innovation and Continuous Improvement Board	[Chairperson – to be confirmed] Head of Fleet Head of Engineering Head of Performance and Business Head of Commercial

Supplier Members of Innovation and Continuous Improvement Board	Continuous Improvement Manager Senior IT lead Service Delivery Manager Account Director
Start Date of Innovation and Continuous Improvement Board	[to be confirmed]
Frequency of Innovation and Continuous Improvement Board	Quarterly
Location of Innovation and Continuous Improvement Board	[to be confirmed]

Programme Board

Authority Members of Programme Board	[Chairperson – to be confirmed] Director of Frontline Support Services Commercial Director Head of Fleet Head of Engineering Head of Performance and Business Head of Commercial
Supplier Members of Programme Board	Account Director Customer Operations Director Garage Services Director Chief Technology Innovation Officer (CTIO)
Start Date of Programme Board	[to be confirmed]
Frequency of Programme Board	Quarterly
Location of Programme Board	[to be confirmed]

Senior Stakeholder Board

Authority Members of Senior Stakeholder Board	[Chairperson – to be confirmed] Assistant Commissioner Director of Operational Support Services Director of Frontline Support Services Commercial Services Director Commercial Director
Supplier Members of Senior Stakeholder Board	Chief Executive Officer (CEO) Executive Committee Members (as appropriate)
Start Date of Senior Stakeholder Board	[to be confirmed]
Frequency of Senior Stakeholder Board	Biannually
Location of Senior Stakeholder Board	[to be confirmed]

13. Guarantee Schedule**1 Obligation to Procure Guarantee**

- 1.1 Within sixty (60 days) of Contract Signature, the Supplier shall procure that a guarantee in the form set out in Appendix A of this Schedule is executed in favour of the Authority by the Guarantor.

APPENDIX A OF GUARANTEE SCHEDULE - FORM OF GUARANTEE

Aurelius Gamma Limited

- and -

The Mayor's Office for Policing and Crime

DEED OF GUARANTEE

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Guarantee Schedule

THIS DEED OF GUARANTEE is made the [insert] day of [insert month] 2023

BETWEEN:

- (1) Aurelius Gamma Limited a company incorporated in England and Wales with number 10886046 whose registered office is at 6th Floor, 33 Glasshouse Street, London W1B 5DG ("**Guarantor**"); in favour of
- (2) The Mayor's Office for Policing and Crime whose principal office is at City Hall, Kamal Chunchie Way, London E16 1ZE ("**Beneficiary**")

WHEREAS:

- (A) It is a condition of the Beneficiary entering into the Guaranteed Agreements that the Guarantor executes and delivers this Deed of Guarantee to the Beneficiary.
- (B) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreements with the Supplier, to guarantee the due performance by the Supplier of all of the Supplier's obligations under the Guaranteed Agreements.
- (C) It is the intention of the parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreements, the Guarantor hereby agrees with the Beneficiary as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed of Guarantee:

1.1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

1.1.2 the words and phrases below shall have the following meanings:

- (i) "Guaranteed Agreement" means the agreement Contract 1: Emergency Response Vehicle Repair made between the Beneficiary and the Supplier on [insert date]; and
- (ii) "Guaranteed Obligations" means all obligations of the Supplier to the Beneficiary under the Guaranteed Agreement or as otherwise notified by the Beneficiary and the Supplier to the Guarantor from time to time

1.1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreements) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, supplemented, substituted or novated from time to time with the written consent of the Guarantor not to be unreasonably withheld or delayed;

1.2 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

1.3 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

1.4 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

1.5 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

1.6 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

1.7 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

Guarantee Schedule

1.8 references to clauses and schedules are, unless otherwise provided, references to clauses of and schedules to this Deed of Guarantee; and

1.9 references to liability are to include any liability whether actual, contingent, present or future.

2 GUARANTEE AND INDEMNITY

2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under the Guaranteed Agreements or in respect of the Guaranteed Obligations.

2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate and independent obligation, the Guarantor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3 OBLIGATION TO ENTER INTO A NEW AGREEMENT

3.1 If the Guaranteed Agreement is terminated for any reason other than by termination in accordance with its terms, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4 DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

4.1.1 6th Floor, 33 Glasshouse Street, London W1B 5DG

4.1.2 Attention of Tristan Nagler (or if he ceases to be a Director of the Guarantor, and no other Director of the Guarantor is nominated in his place, to the attention of any Director of the Guarantor from time to time.)

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

Guarantee Schedule

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- 4.2.1 if delivered by hand, at the time of delivery or if delivered after 5.00 p.m. on a Working Day or on a Non-Working Day at 10.00 a.m. on the next Working Day; or
 - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
 - 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5 BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

- 5.2.1 it shall not be discharged by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

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- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6 RIGHTS OF SUBROGATION

- 6.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
- 6.1.1 of subrogation and indemnity;
- 6.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 6.1.3 to prove in the liquidation or insolvency of the Supplier, only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this clause on trust for the Beneficiary.

7 REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants to the Beneficiary that:

- 7.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
- 7.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
- 7.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to paragraph 3 have been duly authorised by all necessary corporate action and do not contravene or conflict with:
- 7.4 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
- 7.5 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
- 7.6 the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets;
- 7.7 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 7.8 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

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8 PAYMENTS AND SET-OFF

- 8.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 8.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee from the day after the date on which payment was due up to and including the date of payment in full (as well after as before any judgment) calculated from day to day at a rate per annum equal to [4%] above the base rate of the Bank of England from time to time in force.
- 8.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

9 GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

10 ASSIGNMENT

The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

11 SEVERANCE

If any provision of this Deed of Guarantee 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 hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

12 THIRD PARTY RIGHTS

A person who is not a party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Deed of Guarantee. This paragraph does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

13 GOVERNING LAW

- 13.1 This Deed of Guarantee shall be governed by and construed in all respects in accordance with English law.
- 13.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 13.3 Nothing contained in this paragraph shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 13.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this paragraph on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

Guarantee Schedule

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

Aurelius Gamma Limited

By: Tristan Nagler, Director

In the presence of:

Signature;

Name;

Occupation;

Address:

The Mayor's Office for Policing and Crime

The Common Seal of The Mayor's Office for Policing and Crime was hereunto affixed in the presence of The Chief Executive to the Mayor's Office for Policing and Crime

.....
The Chief Executive to the Mayor's Office for Policing and Crime

14. Implementation Plan and Testing Schedule

Part A: Implementation Plan

1 Definitions

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Achieve and Achievement	a) in respect of a Test (as defined in Part B of this Schedule, to successfully pass a Test; and b) in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone in accordance with the provisions in Part B of this Schedule
Delay	a delay in the Achievement of a Milestone by its Milestone Date; or a delay in the design, development, testing or implementation of a Deliverable Item by the relevant date set out in the Implementation Plan
Delay Payment	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Milestone as specified in the Implementation Plan
Implementation Plan	the Implementation Plan approved by the Authority pursuant to paragraph 2 in Part A of this Schedule or as updated in accordance with paragraph 3 in Part A of this Schedule from time to time
Deliverable Item	an item or feature in the supply of the Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan
Milestone	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date
Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved
Milestone Payment	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone
Mobilisation Period	has the meaning given to it in paragraph 7 in Part A of this Schedule.

2 Agreeing and following the Implementation Plan

2.1 The Implementation Plan agreed between the parties prior to the Contract Signature Date is set out in **Appendix 1 to Part A** (Implementation Plan) to Part A of this Schedule. The Implementation Plan collectively applies to all the contracts set out below:

Contract	Term and Available Extensions	Description
Contract 1	7+1+1+1 years	Emergency Response Vehicle Repair
Contract 2	7+1+1+1 years	Emergency Response and Support Vehicle Repair
Contract 3	3+1+1 years	General Purpose Vehicle Repair
Contract 4	3+1+1 years	Vehicle Collision Repair
Contract 5	7+1+1+1 years	Systems Integrator
Contract 6	7+1+1+1 years	Vehicle Collection and Delivery

- 2.2 The Implementation Plan will include:
- 2.2.1 information at the level of detail necessary to manage the implementation stage effectively and as the Authority may otherwise require;
 - 2.2.2 an account of all dependencies known to, or which should reasonably be known to, the Supplier;
 - 2.2.3 how the Supplier will work with the incumbent supplier and the Authority Authorised Representative to capture and load up information such as asset data; and
 - 2.2.4 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Authority, including the frequency, responsibility for and nature of communication with the Authority and end users of the Services.

2.3 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.

2.4 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Authority on such performance.

3 Reviewing and changing the Implementation Plan

3.1 Subject to paragraph 3.3 below, the Supplier shall keep the Implementation Plan under review in accordance with the Authority's instructions and ensure that it is updated on a regular basis.

3.2 The Authority shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Change Control Procedure of this Agreement, and the existing Implementation Plan in **Appendix 1 to Part A** of this Schedule is to be replaced with the revised Implementation Plan.

3.4 Where the Supplier is responsible for the failure to achieve a Milestone by the relevant Milestone Date this shall constitute a Default.

4 Security requirements before the Service Commencement Date

4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Personnel have the necessary security clearance in place before the Service Commencement Date. The Supplier shall ensure that this is reflected in their Implementation Plans.

4.2 The Supplier shall ensure that all Supplier Personnel and Sub-contractors do not access the Authority's IT systems, or any IT systems linked to the Authority, unless they have satisfied the Authority's security requirements.

4.3 The Supplier shall be responsible for providing all necessary information to the Authority to facilitate security clearances for Supplier Personnel and Sub-contractors in accordance with the Authority's requirements.

4.4 The Supplier shall ensure that all Supplier Personnel and Sub-contractors requiring access to the Authority Premises have the appropriate security clearance in accordance with the Security Schedule of this Agreement and/or any specific security requirements of the Authority.

4.5 Unless prior Approval has been received from the Authority, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

4.6 If a property requires Supplier Personnel or Sub-contractors to be accompanied by the Authority's Representative, the Authority must be given reasonable notice of such a requirement, except in the case of emergency access.

5 What to do if there is a Delay

5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Agreement it shall:

- 5.1.1 notify the Authority as soon as practically possible and no later than within five (5) Working Days from becoming aware of the Delay or anticipated Delay;

- 5.1.2 include in its written notification an explanation of the actual or anticipated impact of the Delay;
- 5.1.3 comply with the Authority's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.
- 5.1.5 If both parties agree the mitigation removes the impact of the Delay then no Delay Payment arises.

6 Compensation for a Delay

- 6.1 If a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Authority a Delay Payment and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the loss that may be suffered by the Authority as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Authority's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Authority is otherwise entitled to or does terminate this Agreement pursuant to this Schedule; or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 the Authority shall:
 - (a) submit an invoice to the Supplier for the Delay Payment(s) set out in the Implementation Plan or the Delay Payment(s) pursuant to paragraph 6.1.3 above; or
 - (b) make deductions from the Milestone Payment corresponding to the Delay Payment set out in the Implementation Plan or the Delay Payment(s) pursuant to paragraph 6.1.3 above;
 - 6.1.5 no payment or other act or omission of the Authority shall in any way affect the rights of the Authority to recover the Delay Payments or be deemed to be a waiver of the right of the Authority to recover any such damages;
 - 6.1.6 Delay Payments shall not be subject to or count towards any limitation on liability set out in clause 36 (Liabilities) in the Agreement.

7 Mobilisation Period

- 7.1 The Mobilisation Period will take place from the Contract Signature Date until the Commencement Date.
- 7.2 The Authority shall appoint an Authority Representative who shall work with the Supplier Representative and be readily available to cooperate with the Supplier in the management of the Mobilisation Period, and who will act as a point of contact for the Supplier.
- 7.3 During the Mobilisation Period, the incumbent supplier shall retain full responsibility for all existing services until the Service Commencement Date or as otherwise formally agreed with the Authority. The Supplier's full service obligations shall formally be assumed on the Service Commencement Date.
- 7.4 The following platform developments are deferred until the Supplier undertakes the planned database upgrade that will deliver these developments at a reduced price to the Authority at which point the relevant cost shall be agreed and a Purchase Order raised:
 - 7.4.1 Customer Data Segregation: whereby access to customer data within the operational platform will be limited to authorised users only
 - 7.4.2 Maintenance Activities: to enable the implementation of the maintenance activity commercial model as defined within the Charges Payment and Invoicing Schedule

- 7.5 In accordance with the Implementation Plan and during the Mobilisation Period, the Supplier shall:
- 7.5.1 work cooperatively and in partnership with the Authority, incumbent supplier, and any other supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.5.2 work with the incumbent supplier and Authority to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.5.3 liaise with the incumbent supplier to enable the full completion of the Mobilisation Period activities;
 - 7.5.4 appoint a Supplier Representative who shall be responsible for the management of the Mobilisation Period, to ensure that the Mobilisation Period is planned and resourced adequately, and who will act as a point of contact for the Authority;
 - 7.5.5 mobilise all the Services specified in the Specification within this Agreement;
 - 7.5.6 manage and report progress against the Implementation Plan;
 - 7.5.7 construct and maintain an implementation risk and issue register in conjunction with the Authority detailing how risks and issues will be effectively communicated to the Authority in order to mitigate them;
 - 7.5.8 attend progress meetings (frequency of such meetings shall be as set out in **Appendix 2 to Part A** of this Agreement) in accordance with the Authority's requirements during the Mobilisation Period. Implementation meetings shall be chaired by the Authority and all meeting minutes shall be kept and published by the Supplier; and
 - 7.5.9 ensure that all risks associated with the Mobilisation Period are minimised to ensure a seamless change of control between the incumbent supplier and the Supplier.

8 Implementation Milestone Payment Profile

- 8.1 The Implementation Milestone Payment Profile set out in **Appendix 3 to Part A** collectively applies to all the contracts set out below:

Contract	Term and Available Extensions	Description
Contract 1	7+1+1+1 years	Emergency Response Vehicle Repair
Contract 2	7+1+1+1 years	Emergency Response and Support Vehicle Repair
Contract 3	3+1+1 years	General Purpose Vehicle Repair
Contract 4	3+1+1 years	Vehicle Collision Repair
Contract 5	7+1+1+1 years	Systems Integrator
Contract 6	7+1+1+1 years	Vehicle Collection and Delivery

- 8.2 The payments to be paid to the Supplier by the Authority which are applicable to the Implementation phase of this Agreement are set out in Appendix 3 (Implementation Milestone Payment Profile) of this Schedule, with the first payment due to be invoiced and payable upon Contract Signature.

Appendix 1 to Part A
Implementation Plan

The Implementation Plan is set out below.

Milestone	Task	Start Date	End Date	Working Days
1	C1-6 Mobilisation			
1.1	Programme Management Framework	10/02/2023	24/02/2023	11
	Define Programme Team (roles & responsibilities)	10/02/2023	24/02/2023	11
	Launch the Programme Team	13/02/2023	24/02/2023	10
	Set up regular meetings for Programme Team	13/02/2023	24/02/2023	10
	Kick-off Meeting	20/02/2023	24/02/2023	5
	Programme alignment	20/02/2023	24/02/2023	5
	Planning (governance, assigned seniority level, line of communication)	20/02/2023	24/02/2023	5
	Rivus	20/02/2023	24/02/2023	5
	The Authority	20/02/2023	24/02/2023	5
	Babcock	20/02/2023	24/02/2023	5
	Set up risk register and PMO tools	20/02/2023	24/02/2023	5
1.2	Core Data	27/02/2023	28/04/2023	45
	Organisational structure	27/02/2023	28/04/2023	45
	Cost Centre Structure	27/02/2023	28/04/2023	45
	Fleet Data	27/02/2023	28/04/2023	45
	Finance & Invoicing	27/02/2023	28/04/2023	45
	Fleet Team In-Life Comms (Escalation, Authorisations, Fines, Technical, Finance)	27/02/2023	28/04/2023	45
	SMR Invites	27/02/2023	28/04/2023	45
	Warranty details and process	27/02/2023	28/04/2023	45
	Authority Limits	27/02/2023	28/04/2023	45
1.3	Fleet Administration Process Review & Setup	27/02/2023	28/04/2023	45
	Road Fund License	27/02/2023	28/04/2023	45
	Fuel Cards	27/02/2023	28/04/2023	45
	MID	27/02/2023	28/04/2023	45
	Fleet Administration Document and Data Retention	27/02/2023	28/04/2023	45
	Vehicle Documentation (V5 registration, certificates, end of life)	27/02/2023	28/04/2023	45
	Authority Vehicle Log Book	27/02/2023	28/04/2023	45
	Toll charge admin	27/02/2023	28/04/2023	45
	Driving Offence Administration	27/02/2023	28/04/2023	45
	Mileage Administration	27/02/2023	28/04/2023	45
	Key Management	27/02/2023	28/04/2023	45
	Free Issue Equipment (asset tracking)	27/02/2023	28/04/2023	45
	Vehicle Exchange process	27/02/2023	28/04/2023	45
	European travel (breakdown cover, roadside assistance)	27/02/2023	28/04/2023	45
	Vehicle updates (moves and exchange management)	27/02/2023	28/04/2023	45
1.4	Contact Centre Process Review & Setup	27/02/2023	28/04/2023	45
	Driver verification	27/02/2023	28/04/2023	45
	Best booking practice definition	27/02/2023	28/04/2023	45
	Service audits and review	27/02/2023	28/04/2023	45
	Call management (incl. IVR)	27/02/2023	28/04/2023	45
	Customer service profile	27/02/2023	28/04/2023	45
	Maintenance Scheduling	27/02/2023	28/04/2023	45
	Job monitoring and closure	27/02/2023	28/04/2023	45
	Best booking practice definition	27/02/2023	28/04/2023	45
	Service Patterns	27/02/2023	28/04/2023	45
	Service Documentation	27/02/2023	28/04/2023	45
	Invite Routine	27/02/2023	28/04/2023	45
	Fixed Service Pattern Planner (HGV)	27/02/2023	28/04/2023	45
1.5	Roadside assistance, Tyres & glass, Vehicle Recovery Process Review & Setup	27/02/2023	28/04/2023	45
1.6	Data Reporting (Data, Reports & KPIs) Process Review & Setup	27/02/2023	28/04/2023	45
1.7	Supplier Contracts	06/03/2023	28/07/2023	105
	Vehicle recovery contract setup	06/03/2023	28/07/2023	105
	Collection and Delivery contract setup	06/03/2023	28/07/2023	105
	Other supplier contracts (TBC)	06/03/2023	28/07/2023	105
1.8	People Onboarding	06/03/2023	31/10/2023	172
	Due Diligence & Employee Liability information	06/03/2023	31/10/2023	172
	Recruiting additional resources	06/03/2023	31/10/2023	172
1.9	People Consultation	06/03/2023	30/10/2023	171
	Prepare collective consultation	06/03/2023	01/09/2023	130
	Hold collective consultation meetings	06/03/2023	01/09/2023	130
	Analyse & define additional training requirements	06/03/2023	28/07/2023	105
	Organise & prepare additional trainings	06/03/2023	31/10/2023	172
	Subcontractor TUPE consultation	06/03/2023	30/10/2023	171
	The AA	06/03/2023	30/10/2023	171
	DMN	06/03/2023	30/10/2023	171
1.10	Induction & Onboarding of Incumbent & Additional Resources	27/02/2023	31/10/2023	177
	Upskill existing Rivus nominated team on compliance and contractual requirements	27/02/2023	31/10/2023	177
	Welcome sessions incl. details for pensions, launch of contractual benefits, employee review schedule	27/02/2023	31/10/2023	177
	Establish people security status and regular reviews - vetting panel	27/02/2023	31/10/2023	177
	Data base for personnel training records set up	27/02/2023	31/10/2023	177
	System & process training	27/02/2023	31/10/2023	177
	Hardware training	02/10/2023	31/10/2023	22
	Organisation trained and ready for operations	27/02/2023	31/10/2023	177
1.11	Procurement & Supply Chain	06/03/2023	29/09/2023	150
	Implement Rivus procurement standards and measure supplier performance	06/03/2023	29/09/2023	150
	Tyres strategy definition & implementation	06/03/2023	29/09/2023	150
	Parts & Oil strategy definition & implementation	06/03/2023	29/09/2023	150
	PPE safety wear procurement	06/03/2023	29/09/2023	150

	Livery, converters and specialist equipment	06/03/2023	29/09/2023	150
	Garage equipment and specialist tooling (e.g. motorbike equipment)	06/03/2023	29/09/2023	150
	Manufacturer - OEM parts	06/03/2023	29/09/2023	150
	Disposals partner - recycled parts	06/03/2023	29/09/2023	150
	Non OEM parts (e.g. ECP)	06/03/2023	29/09/2023	150
	Procurement of garage equipment and specialist tooling (e.g. motorbike equipment)	06/03/2023	29/09/2023	150
	Additional EV charging and hydrogen provision	06/03/2023	29/09/2023	150
	Paint sourcing provider	06/03/2023	29/09/2023	150
1.12	Comms Plan	20/02/2023	31/10/2023	182
	Regular meetings	20/02/2023	31/10/2023	182
	The Authority (Award & Go-Live)	27/02/2023	31/10/2023	177
	Rivus as a new service provider	27/02/2023	31/10/2023	177
	C1-5 (Rivus)	27/02/2023	31/10/2023	177
	C6 (DMN)	27/02/2023	31/10/2023	177
	Rivus Group Internal (Award & Go-Live)	27/02/2023	31/10/2023	177
	Develop communication approach aligned to the Authority	27/02/2023	31/10/2023	177
1.13	Set up The Authority Account Management	27/02/2023	28/04/2023	45
2	C1-3 Mobilisation			
2.1	Technical Requirements Capture	27/03/2023	05/05/2023	30
	Technical Requirements and Processes	27/03/2023	05/05/2023	30
	Minimum Requirements for Vehicle Condition (Vehicle Condition)	27/03/2023	05/05/2023	30
	Driver Influenced Damage (Vehicle Condition)	27/03/2023	05/05/2023	30
	Collision Damage and Repair (Vehicle Condition)	27/03/2023	05/05/2023	30
	Management of Equipment and Technology (Mgmt. of Equipment and Technology)	27/03/2023	05/05/2023	30
	Fleet Decommissioning (Fleet Decommissioning)	27/03/2023	05/05/2023	30
	Vehicle Log Book (Fleet Maintenance)	27/03/2023	05/05/2023	30
	General Provisions (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Scheduled Maintenance (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Unscheduled Maintenance (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Braking System (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Brake Fluid (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Steering, Suspension and Drivetrain (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Wheel Specification (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Tyres (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Conversion Related Requirements (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Vehicle Finish (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Parts and Materials (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Valeting, Decontamination and Items Left in Vehicles (Fleet Maintenance)	27/03/2023	05/05/2023	30
	Access to Functionality (Fleet Asset Security)	27/03/2023	05/05/2023	30
	Transportation of Vehicles (Fleet Asset Security)	27/03/2023	05/05/2023	30
	Transport of Equipment (Fleet Asset Security)	27/03/2023	05/05/2023	30
2.2	Mapping of Fleet to Garages	06/03/2023	17/03/2023	10
2.3	Technical and Security Requirements	03/04/2023	31/05/2023	43
	Analyse and assess security standards	03/04/2023	31/05/2023	43
	Assess sites on security standards	03/04/2023	31/05/2023	43
	Define Technical Requirements	03/04/2023	31/05/2023	43
	CCTV installation (28 days recording)	03/04/2023	31/05/2023	43
	Electronic access control	03/04/2023	31/05/2023	43
	Security personnel	03/04/2023	31/05/2023	43
	Alarm system standard (intruder, personal, zonal and connected to The Authority)	03/04/2023	31/05/2023	43
	Garage lightning	03/04/2023	31/05/2023	43
	Perimeter security (gate security, fencing)	03/04/2023	31/05/2023	43
	Key storage (tracking, auditing, reporting)	03/04/2023	31/05/2023	43
	Secure equipment storage	03/04/2023	31/05/2023	43
	Vehicle storage	03/04/2023	31/05/2023	43
	Secure log book storage	03/04/2023	31/05/2023	43
	Staff security vetting (NPPV Level 1)	03/04/2023	31/05/2023	43
	Criminal justice secure mail accounts	03/04/2023	31/05/2023	43
	Equipment movement security standards	03/04/2023	31/05/2023	43
2.4	Implement Security standards	01/06/2023	31/08/2023	66
2.5	Technician Training & Communication	01/08/2023	30/10/2023	65
	Training on systems and software	01/08/2023	30/10/2023	65
	Administrative training (on The Authority standards e.g. log books)	01/08/2023	30/10/2023	65
	Upskilling for OEM diagnostics and specialist authority training (e.g. radio system, light bars, vehicle check)	01/08/2023	30/10/2023	65
	Instructions for PPE standards	01/08/2023	30/10/2023	65
	EV Training	01/08/2023	30/10/2023	65
3	C4 Mobilisation			
3.1	Technical Requirements Capture	27/02/2023	31/03/2023	25
	Notification Profile	27/02/2023	31/03/2023	25
	Incidents categories	27/02/2023	31/03/2023	25
	Additional data capture (e.g. responding to incident reports)	27/02/2023	31/03/2023	25
3.2	Technical and Security Requirements	03/04/2023	31/05/2023	43
	Analyse and assess security standards	03/04/2023	31/05/2023	43
	Define Technical Requirements	03/04/2023	31/05/2023	43
	CCTV installation (28 days recording)	03/04/2023	31/05/2023	43
	Electronic access control	03/04/2023	31/05/2023	43
	Security personnel	03/04/2023	31/05/2023	43

	Alarm system standard (intruder, personal, zonal and connected to The Authority)	03/04/2023	31/05/2023	43
	Garage lightning	03/04/2023	31/05/2023	43
	Perimeter security (gate security, fencing)	03/04/2023	31/05/2023	43
	Key storage (tracking, auditing, reporting)	03/04/2023	31/05/2023	43
	Secure equipment storage	03/04/2023	31/05/2023	43
	Vehicle storage	03/04/2023	31/05/2023	43
	Secure log book storage	03/04/2023	31/05/2023	43
	Staff security vetting (NPPV Level 1)	03/04/2023	31/05/2023	43
	Criminal justice secure mail accounts	03/04/2023	31/05/2023	43
	Equipment movement security standards	03/04/2023	31/05/2023	43
3.3	Implement Security Standards	01/06/2023	31/08/2023	66
3.4	Bodyshop Setup	01/06/2023	30/10/2023	108
	Sign lease agreements for property (if applicable)	10/02/2023	31/05/2023	79
	Fit out of building i.e. security, electricity, heating etc. (if applicable)	01/06/2023	31/08/2023	66
	Source and install equipment e.g. paint booth (if applicable)	01/06/2023	31/08/2023	66
	Implement body shop management system (Autoflow) (if applicable)	01/06/2023	31/08/2023	66
	Implement estimating system for damage costs (if applicable)	01/06/2023	31/08/2023	66
	Implement methods research software (if applicable)	01/06/2023	31/08/2023	66
	Implement parts management system (if applicable)	01/06/2023	31/08/2023	66
	Achieve BS10125 accreditation (if applicable)	30/10/2023	30/10/2023	1
3.5	Technician training & communication	01/08/2023	30/10/2023	65
	Training on systems and software	01/08/2023	30/10/2023	65
	Administrative training (on The Authority standards e.g. log books)	01/08/2023	30/10/2023	65
	Upskilling for OEM diagnostics and specialist authority training (e.g. radio system, light bars, vehicle check)	01/08/2023	30/10/2023	65
	Instructions for PPE standards	01/08/2023	30/10/2023	65
	EV Training	01/08/2023	30/10/2023	65
3.6	Accreditation of Technicians (continues in Phases 2 & 3)	01/08/2023	31/07/2024	262
	ATA-VDA	01/08/2023	31/07/2024	262
	IMI - Panel	01/08/2023	31/07/2024	262
	IMI - Paint	01/08/2023	31/07/2024	262
	IMI - MET	01/08/2023	31/07/2024	262
3.7	Interface to Operating Platforms	01/09/2023	20/10/2023	36
	Creation of API / interfaces with System Integrator (Boomi platform)	17/04/2023	31/08/2023	99
4	C5 Mobilisation			
4.1	Operation & Technical Standards	27/02/2023	14/07/2023	100
	Fleet Administration	27/02/2023	14/07/2023	100
	Contact Centre and Maintenance Scheduling	27/02/2023	14/07/2023	100
	Roadside Assistance, Tyres & Glass	27/02/2023	14/07/2023	100
	Reporting	27/02/2023	14/07/2023	100
	Trend analysis and data reporting	27/02/2023	14/07/2023	100
5	C6 Mobilisation			
5.1	Technical Requirements Capture	13/03/2023	31/05/2023	58
	Technical Requirements and Processes	13/03/2023	31/05/2023	58
	Operational Requirements Capture (system, process, organisation)	13/03/2023	31/05/2023	58
	General Requirements for Driving (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Supplier Driving at Work Policy (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Use of vehicles (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Motorcycles (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Daily Inspection (Pre-Drive Inspection) (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Unreported Damage (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Vehicle Decontamination (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Completion of Vehicle Log Book (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Absence of Vehicle Log Book (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Authority Fuel Card (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Standard of Driving (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Mobile Phones and Navigation Devices (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Driving Offences (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Covering of Police Signs (Liveried Vehicles) (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Use of Police Equipment (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Commercial Vehicle - Speed Limiters (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Commercial Vehicle - Tachograph Use (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Driving Incidents and Collisions (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Vehicle Breakdowns (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Public Perception (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	If Stopped By Member of Public (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Incident Data Recorder (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Use of Trade Plates (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Wheel Replacement (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Dash Cameras (Driving MPS Vehicles)	13/03/2023	31/05/2023	58
	Access to Functionality (Fleet Asset Security)	13/03/2023	31/05/2023	58
	Transportation of Vehicles (Fleet Asset Security)	13/03/2023	31/05/2023	58
	Transport of Equipment (Fleet Asset Security)	13/03/2023	31/05/2023	58
	On The Authority premises obligations (Fleet SMR Provider Working on MPS Premises)	13/03/2023	31/05/2023	58
	General Working Practices (Fleet SMR Provider Working on MPS Premises)	13/03/2023	31/05/2023	58
	Use of Equipment, Tools and Substances (Fleet SMR Provider Working on MPS Premises)	13/03/2023	31/05/2023	58
	Specific Work Activities (Fleet SMR Provider Working on MPS Premises)	13/03/2023	31/05/2023	58
5.2	Operation & Technical Standards	13/03/2023	28/07/2023	100

	Coordinate collection & delivery events, vehicles moves and exchanges	13/03/2023	28/07/2023	100
6	Data Mobilisation C1-3			
6.1	Hardware & Infrastructure Setup	01/03/2023	27/10/2023	173
	Assessment and installation of new infrastructure incl. communication (all sites)	01/03/2023	29/09/2023	153
	Implementation of hardware for new starters (tablets)	02/10/2023	27/10/2023	20
6.2	Discovery	18/03/2023	12/05/2023	40
	Updating Authority system with assets movements	18/03/2023	12/05/2023	40
	Vehicle inspection process and document	18/03/2023	12/05/2023	40
	Capturing driver details against job for damage recharge	18/03/2023	12/05/2023	40
	Tracking recycled parts	18/03/2023	12/05/2023	40
	Additional data on service documents	18/03/2023	12/05/2023	40
6.3	Design	27/03/2023	14/07/2023	80
	System	27/03/2023	25/05/2023	44
	Process	27/03/2023	14/07/2023	80
	Organisation	27/03/2023	29/06/2023	69
6.4	Build	17/04/2023	18/08/2023	90
	Updating Authority system with assets movements	17/04/2023	18/08/2023	90
	Vehicle inspection process and document	17/04/2023	18/08/2023	90
	Capturing driver details against job for damage recharge	17/04/2023	18/08/2023	90
	Tracking recycled parts	17/04/2023	18/08/2023	90
	Additional data on service documents	17/04/2023	18/08/2023	90
	Unknown IT system build - identified in Discovery Phase	17/04/2023	18/08/2023	90
6.5	Testing	03/07/2023	27/08/2023	40
	Testing of changes to deliver service	03/07/2023	27/08/2023	40
	Other supplier interface testing	03/07/2023	11/08/2023	30
6.6	Configuration	19/06/2023	02/08/2023	33
	System Configuration	19/06/2023	02/08/2023	33
	Commercial framework	19/06/2023	02/08/2023	33
6.7	Interface to Operating Platforms	17/04/2023	01/09/2023	100
	Creation of API / interfaces with System Integrator (Boomi platform)	17/04/2023	01/09/2023	100
7	Data Mobilisation C4			
7.1	Hardware & Infrastructure Setup	06/03/2023	31/08/2023	129
	Assessment and installation of new infrastructure incl. communication for body shop	06/03/2023	31/08/2023	129
7.2	Discovery	06/03/2023	28/04/2023	40
	Body shop platform	06/03/2023	28/04/2023	40
	Capturing driver details against job for damage recharge	06/03/2023	02/04/2023	20
	Tracking recycled parts	06/03/2023	02/04/2023	20
7.3	Design	06/03/2023	30/06/2023	85
	System	06/03/2023	14/04/2023	30
	Process	06/03/2023	30/06/2023	85
	Organisation	06/03/2023	04/06/2023	65
7.4	Build	17/04/2023	18/08/2023	90
	Implementation of new body shop platform	17/04/2023	18/08/2023	90
	Capturing driver details against job for damage recharge	07/06/2023	01/08/2023	40
	Tracking recycled parts	07/06/2023	01/08/2023	40
	Unknown IT system build - identified in Discovery Phase	17/04/2023	21/07/2023	70
7.5	Testing	24/07/2023	15/09/2023	40
	Test body shop platform and integrations	24/07/2023	15/09/2023	40
7.6	Configuration	10/04/2023	30/11/2023	169
	Data Transfer	10/04/2023	09/06/2023	45
	Establish secure data transfer protocol	10/04/2023	30/06/2023	60
	Grant and control access to transfer data	10/04/2023	14/04/2023	5
	Secure data environment for system configuration	10/04/2023	14/04/2023	5
	Data Build	17/05/2023	27/06/2023	30
	Take on The Authority vehicles in Rivus systems world	23/10/2023	03/11/2023	10
	Data integration	17/04/2023	27/06/2023	52
	System Configuration	02/10/2023	30/11/2023	44
	Commercial framework	02/10/2023	30/11/2023	44
8	Data Mobilisation C5 & C6			
8.1	Discovery	06/03/2023	14/04/2023	30
	Requirements capture (system / Interface/ API, process, communication)	06/03/2023	14/04/2023	30
8.2	Go-Live Operating Model	14/08/2023	22/09/2023	30
	Feasibility analysis and build definition (Fleet Administration, Contact Centre, Maintenance Scheduling, Roadside Assistance, Tyres, Glass, Vehicle Recovery, Supply Chain, Data Reporting)	14/08/2023	22/09/2023	30
	System	14/08/2023	22/09/2023	30
	Process (incl. Service standards)	14/08/2023	22/09/2023	30
	Organisation	14/08/2023	22/09/2023	30
	Feasibility analysis and build definition (Collection & Delivery)	14/08/2023	22/09/2023	30
	System	14/08/2023	22/09/2023	30
	Process (incl. Service standards)	14/08/2023	22/09/2023	30
	Organisation	14/08/2023	22/09/2023	30
	Definition of Go-Live Operating Model and key recommended initiatives for Transition Phase (System, Process, Organisation - with Rivus development roadmap)	25/09/2023	17/11/2023	40
	Presentation of Go-Live operating model to The Authority	20/11/2023	28/11/2023	7
8.3	Build	06/03/2023	10/05/2024	310
	Release 1 - Go Live changes	19/06/2023	03/11/2023	100
	Driver Calidiation Capability	19/06/2023	20/10/2023	90

	Active directory interface (SOR 4.37)	19/06/2023	20/10/2023	90
	Mileage Capture Management and reporting (FTD-FR-4.15)	19/06/2023	28/07/2023	30
	Vehicle Collection and Delivery Management. (End of life and Exchanges) (FTD-FR-4.9) (SOR 4.35)	19/06/2023	28/07/2023	30
	Vehicle Classification Codes (SOR 4.6)	19/06/2023	21/07/2023	25
	Equipment Linking and Management (SOR 4.30)	19/06/2023	25/08/2023	50
	Vehicle Move Requests (FTD-FR-4.12)	19/06/2023	14/07/2023	20
	Pool Vehicle Request and Management (FTD-FR-4.8)	19/06/2023	11/08/2023	40
	Real Time Update Feeds (Breakdown, Recovery, C&D, SMR) (FTD-FR-4.17)	19/06/2023	03/11/2023	100
	Implement Data Security and Data Separation Enhancements (FTD-NFR-21) (FTD-NFR-29) (SOR 4.38)	19/06/2023	20/10/2023	90
	Release 2 - Post Go Live (System Changes)	02/10/2023	02/02/2024	90
	Fuel Card Request Management (FTD-FR-4.11)	11/12/2023	02/02/2024	40
	Accident repair notifications to The Authority Finance team (SOR 4.31)	08/01/2024	02/02/2024	20
	Pre / Post Drive Inspection reports (FTD-FR-4.13)	11/12/2023	19/01/2024	30
	Enhanced Scheduling and Planning Functionality (FTD-FR-1.1) (SOR -4.7)	02/10/2023	02/02/2024	90
	Driving Offence Management & Reporting (fines & appeals) (FTD-FR-3.1) (FTD-FR-4.10)	27/11/2023	02/02/2024	50
	Authority Data Transfer - Tranman / PSOP (FTD-NFR-41)	11/12/2023	02/02/2024	40
	Authority Data Transfer - Condition Reporting (SOR 4.11)	11/12/2023	02/02/2024	40
	Development of accessibility standards (FTD-NFR-10)	02/10/2023	02/02/2024	90
	Release 3 - Post Go Live (System Changes)	20/11/2023	10/05/2024	125
	Managing own bookings and seeing future schedule (FTD-FR-4.3) (FTD-FR-4.4)	08/01/2024	10/05/2024	90
	Self service portal (Fleet mgmt. system) (FTD-FR-4.1) (FTD-FR-4.2) (FTD-NFR-40)	20/11/2023	03/05/2024	120
	Reporting	28/07/2023	30/11/2023	90
	C&D supplier interface	06/03/2023	26/05/2023	60
	The Authority & other contracted suppliers interfaces and APIs (FTD-FR-2.2)	05/06/2023	06/10/2023	90
	Unknown IT system build - identified in Discovery Phase	28/07/2023	30/11/2023	90
8.4	Testing	24/07/2023	22/06/2024	240
	Release 1 - Go Live changes	24/07/2023	02/09/2023	30
	Test critical go live system changes	26/06/2023	25/08/2023	45
	Fleet Administration	24/07/2023	22/09/2023	45
	Contact Centre (incl. FNOL), Maintenance Scheduling	24/07/2023	22/09/2023	45
	Roadside assistance, Tyres & glass, Vehicle recovery	24/07/2023	22/09/2023	45
	Interfaces with Collection & Delivery Supplier	24/07/2023	29/08/2023	27
	MI portal interface testing	01/08/2023	31/08/2023	23
	MiVis portal testing	24/07/2023	23/08/2023	23
	Release 2 - Post Go Live (System Changes)	05/02/2024	26/03/2024	37
	Test Release 2 system changes	05/02/2024	26/03/2024	37
	Release 3 - Post Go Live (System Changes)	13/05/2024	22/06/2024	30
	Test Release 3 system changes	13/05/2024	22/06/2024	30
8.5	Configuration	17/01/2023	28/03/2024	313
	Data Transfer	01/03/2023	13/06/2023	75
	Establish secure data transfer protocol	01/03/2023	23/05/2023	60
	Grant and control access to transfer data	24/05/2023	30/05/2023	5
	Secure data environment for system configuration	31/05/2023	13/06/2023	10
	Data Build Test	17/01/2023	23/06/2023	114
	Build cost centre structure	20/03/2023	09/06/2023	60
	Import contacts, drivers (incl. PIN verification), parking location/ depots	17/01/2023	30/01/2023	10
	Take on The Authority vehicles in Rivus systems world	06/03/2023	23/06/2023	80
	Data integration	24/05/2023	06/06/2023	10
	System Configuration Test	26/06/2023	04/08/2023	30
	Fleet Administration	26/06/2023	21/07/2023	20
	Road Fund Licence	26/06/2023	30/06/2023	5
	Driving Offences	26/06/2023	07/07/2023	10
	Pool Vehicle Management	26/06/2023	07/07/2023	10
	Vehicle Moves / Exchanges	26/06/2023	07/07/2023	10
	Fuel Cards	26/06/2023	21/07/2023	20
	Contact Centre	26/06/2023	04/08/2023	30
	Call Identification and Validation	26/06/2023	04/08/2023	30
	Vehicle Identification and Service Category	26/06/2023	04/08/2023	30
	Helpdesk Number and Call Routing (IVR)	26/06/2023	04/08/2023	30
	Incident Reporting FNOL	26/06/2023	07/07/2023	10
	Insurance Profile	26/06/2023	30/06/2023	5
	Customer / Notification Rules Profile	26/06/2023	07/07/2023	10
	Additional data capture / Non Standard Questions (e.g. responding to incident reports)	26/06/2023	07/07/2023	10
	Maintenance Scheduling	26/06/2023	04/08/2023	30
	Service Patterns	26/06/2023	04/08/2023	30
	Service Documentation	26/06/2023	04/08/2023	30
	Invite Routine	26/06/2023	04/08/2023	30
	Fixed Service Pattern Planner (HGV)	26/06/2023	04/08/2023	30
	Service Schedule visible in the Portal	26/06/2023	04/08/2023	30
	Roadside Assistance, Vehicle recovery, Tyres & glass	26/06/2023	21/07/2023	20
	Finance & Billing	26/06/2023	21/07/2023	20
	Data Build Live	17/01/2023	03/11/2023	209
	Build cost centre structure	02/10/2023	03/11/2023	25
	Import contacts, drivers (incl. PIN verification), parking location/ depots	17/01/2023	30/01/2023	10
	Take on The Authority vehicles in Rivus systems world	17/01/2023	08/05/2023	80
	Data integration	17/01/2023	30/01/2023	10
	System Configuration Live	23/08/2023	28/03/2024	157
	Fleet Administration	19/09/2023	03/11/2023	34
	V5 Reregistration	19/09/2023	09/10/2023	15
	Road Fund Licence	23/10/2023	27/10/2023	5

	<i>Driving Offences</i>	09/10/2023	20/10/2023	10
	<i>Pool Vehicle Management</i>	09/10/2023	20/10/2023	10
	<i>Vehicle Moves / Exchanges</i>	09/10/2023	20/10/2023	10
	<i>Fuel Cards</i>	09/10/2023	03/11/2023	20
	Contact Centre	18/09/2023	27/10/2023	30
	<i>Call Identification and Validation</i>	18/09/2023	27/10/2023	30
	<i>Vehicle Identification and Service Category</i>	18/09/2023	27/10/2023	30
	<i>Helpdesk Number and Call Routing (IVR)</i>	18/09/2023	27/10/2023	30
	Incident Reporting FNOL	02/10/2023	20/10/2023	15
	<i>Insurance Profile</i>	02/10/2023	06/10/2023	5
	<i>Customer / Notification Rules Profile</i>	02/10/2023	20/10/2023	15
	<i>Additional data capture / Non Standard Questions (e.g. responding to incident reports)</i>	02/10/2023	20/10/2023	15
	Maintenance Scheduling	23/08/2023	28/03/2024	157
	<i>Service Patterns</i>	23/08/2023	03/10/2023	30
	<i>Service Documentation</i>	23/08/2023	03/10/2023	30
	<i>Invite Routine</i>	23/08/2023	03/10/2023	30
	<i>Fixed Service Pattern Planner (HGV)</i>	09/10/2023	20/10/2023	10
	<i>Service Schedule visible in the Portal (in Release 2)</i>	16/02/2024	28/03/2024	30
	<i>Roadside Assistance, Vehicle recovery, Tyres & glass</i>	05/10/2023	01/11/2023	20
	Finance & Billing	05/10/2023	01/11/2023	20
	Collection & Delivery	12/09/2023	06/11/2023	40
	<i>MI portal configuration</i>	12/09/2023	06/11/2023	40
	<i>MiVis portal configuration</i>	12/09/2023	06/11/2023	40
8.6	Data Configuration and Refresh (From Test Environment)	20/04/2023	19/05/2023	22
	Latest Data Refresh 1	20/04/2023	21/04/2023	2
	Latest Data Refresh 2	24/04/2023	09/05/2023	12
	Latest Data Refresh 3	10/05/2023	16/05/2023	5
	Parallel Data Updates	17/05/2023	19/05/2023	3
8.7	Office Setup	04/07/2023	18/12/2023	120
	Contact Centre Infrastructure	04/07/2023	18/12/2023	120
	IT infrastructure setup (mail, phone,IVR, hardware, licenses)	04/07/2023	25/09/2023	60
	Office Fit out (meeting rooms, cabling security set up)	04/07/2023	18/12/2023	120
	Office Supplies	04/07/2023	14/08/2023	30
	Establish site security (office site)	04/07/2023	14/08/2023	30
9	Go Live - Phase 1			
9.1	Office Go-Live	01/11/2023	01/11/2023	1
9.2	Booking Commencement Date (Make Bookings via Rivus Systems)	02/10/2023	02/10/2023	1
9.3	Go-Live / Service Transfer Date	23/10/2023	01/11/2023	8
	Induction & onboarding continuation of incumbent resources	23/10/2023	01/11/2023	8
	Booking team	23/10/2023	01/11/2023	8
	Call Centre team	23/10/2023	01/11/2023	8
	Mobile Maintenance	23/10/2023	01/11/2023	8
	C&D drivers	23/10/2023	01/11/2023	8
	Recovery drivers	23/10/2023	01/11/2023	8
	Management & supervisory	23/10/2023	01/11/2023	8
	People transferred over	01/11/2023	01/11/2023	1
9.4	Go Live - Phase 1	01/11/2023	01/11/2023	1
9.5	Continuous Improvement - Phases 2-3	01/11/2023	31/07/2024	196

Appendix 2 to Part A
Implementation Governance

[To be completed no later than six (6) weeks following Contract Signature]

The Implementation Governance is set out below:

Appendix 3 to Part A

Implementation Milestone Payment Profile

Revised Description		Key Components		Milestone Payment (invoiced in advance of spend)								
				Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
Discovery & Contract Setup	Interim & Project resource Project Director Stand-up of team (incl recruitment, equipment, travel and subsistence) Legal support Define & agree operating governance	£383,921		383,921								
Incumbent HR Consultation & Recruitment	Contact Centre Restructure, HR Consultation, Recruitment & Legal Costs Redundancies Recruitment & training of new contact centre staff HR & Legal employment support TUPE ELI & union consultation	£810,210				£200,000						£500,000
Project Management	PMO resource costs until mobilisation Recruitment fees & project management Admin support Communication strategy & program Quality & Assurance	£275,042		£275,042								
Mobilisation resource	Wider supply chain management including setup of internal & external subcontractors & procurement frameworks to align to SOR Identification of supply chain Commercial contract setup Supplier auditing & vetting Risk & Compliance	£410,254		£20,254 £50,000 £30,000 £10,000	£15,000 £50,000 £30,000 £10,000	£15,000 £50,000 £30,000 £10,000		£30,000 £10,000				
IT Solution	System development in line with C1-6 SOR (System architecture & API integration) Business Intelligence (BI) configuration of reporting portal Configuration of existing systems for SOR requirements Infrastructure, Network, Hardware, Telephony, Licensing Development, Test, UAT & Implementation (eg VCA app) API integration	£2,437,643										£35,756 £475,705 £79,500
Garage Compliance Standard Setup	Bringing garages in line with SOR Increase garage capacity at Wimbledon, Heathrow & Watford Upgrade lifts & tooling capability including diagnostic equipment Security, fencing, lighting, access control & CCTV Health & Safety governance	£1,999,877			£15,000 £0 £120,000	£0 £50,000 £150,000	£0 £100,000 £75,000	£0 £225,000 £101,030	£150,000 £125,000 £74,000	£500,000 £25,000 £35,997		£128,800 £25,000 £5,000
Technician Training	Upskilling existing workforce to meet SOR standards Existing Rivus technicians to be certified to technical specifications Incumbent technicians system & ways of working training Dedicated trainers	£224,494						£12,472 £12,472 £12,472	£12,472 £12,472 £12,472	£12,472 £12,472 £12,472	£12,472 £12,472 £12,472	£12,472 £12,472 £12,472
Property Fit Out	Fit out costs to stand up contact centre Mechanical & electrical services Desks & hardware Physical security	£324,272					£25,000	£50,000 £25,000	£50,000 £25,000	£62,000 £25,000		£62,272
Mobile Maintenance Vehicle Purchase	Vehicle requirement to meet SOR PS.1	£495,000										£495,000
C&D Vehicle Purchase	Vehicle requirement to meet SOR PS.2	£258,825										£258,825
Total Milestone Payment		£7,619,537										
Monthly Milestone Payments (payable on 1st day of each month)				£2,422,467	£192,655	£500,000	£302,416	£307,416	£603,446	£1,089,453	£1,058,310	£1,143,377

Part B: Testing

[Part B to be amended dependent on the Implementation Plan and prior to the date of Service Commencement.]

1 Definitions

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Component	any constituent parts of the Deliverable Item(s)
Material Test Issue	a Test Issue of Severity Level 1 or Severity Level 2
Satisfaction Certificate	a certificate materially in the form of the document contained in Appendix 2 to Part B (Satisfaction Certificate) of Part B of this Schedule issued by the Authority when a Deliverable Item and/or Milestone has satisfied its relevant Test Success Criteria
Severity Level	the level of severity of a Test Issue, the criteria for which are described in Appendix 1 to Part B (Test Issues – Severity Levels) of Part B of this Schedule
Test(s) and Testing	any tests required to be carried out under this Schedule and “Tested” shall be construed accordingly;
Test Issue	any variance or non-conformity of a Service from its requirements (such requirements being set out in the relevant Test Success Criteria)
Test Issue Management Log	a log for the recording of Test Issues as described further in paragraph 8.1 in Part B of this Schedule
Test Issue Threshold	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan
Test Plan	the test plan to be produced by the Supplier as described further in paragraph 4.2 in Part B of this Schedule
Test Reports	the reports to be produced by the Supplier setting out the results of Tests
Test Specification	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in paragraph 6.2 in Part B of this Schedule
Test Strategy	a strategy for the conduct of Testing as described further in paragraph 3.2 in Part B of this Schedule
Test Success Criteria	in relation to a Test, the test success criteria for that Test as referred to in paragraph 4 in Part B of this Schedule
Test Witness	any person appointed by the Authority pursuant to paragraph 9 in Part B of this Schedule;
Testing Procedures	the applicable testing procedures and Test Success Criteria set out in this Schedule
Severity Level	the level of severity of a Test Issue, the criteria for which are described in Appendix 1 to Part B (Test Issues – Severity Levels) of this Schedule

2 How Testing Should Work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable Item for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Authority has issued a Satisfaction Certificate in respect of any prior, dependent Deliverable Item(s); and
 - 2.2.3 until the parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable Item(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable Item for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable Item.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3 Planning for Testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable but in any case no later than sixty (60) Working Days after the Contract Signature Date, and upon Authority's agreement insert the Test Strategy in **Appendix 3 to Part B** (Test Strategy) of Part B of this Schedule in accordance with the Change Control Procedure.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable Item fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable Item produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of the Authority and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including Authority and/or third party involvement in the conduct of the Tests;
 - 3.2.8 the technical environments required to support the Tests; and
 - 3.2.9 the procedure for managing the configuration of the Test environments.

4 Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Authority shall not unreasonably withhold or delay its Approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Authority in the Test Plan.

5 Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the parties as part of the relevant Test Plan pursuant to paragraph 4 above.

6 How Deliverables will be tested

- 6.1 Following Approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 test scripts;
 - 6.2.4 test pre-requisites and the mechanism for measuring them; and
 - 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7 Performing the tests

- 7.1 Before submitting any Deliverable Item(s) for Testing the Supplier shall subject the relevant Deliverable Item(s) to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with paragraph 9.3 below.
- 7.3 The Supplier shall notify the Authority at least ten (10) Working Days in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Authority may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Authority in relation to each Test:
- 7.5.1 a draft Test Report not less than two (2) Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within five (5) Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverable Item(s), including:
- 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with paragraph 8.1 below; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverable Item(s) relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing.
- 7.9 If the Supplier successfully completes the requisite Tests, the Authority shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the

issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverable Item(s) are implemented in accordance with this Agreement.

8 Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the parties shall agree the classification of the Test Issue using the criteria specified in **Appendix 1 to Part B** (Test Issues – Severity Levels) of Part B of this Schedule, and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority upon request.
- 8.3 The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure.

9 Test Witnessing

- 9.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
 - 9.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable Item before a Test Issue is closed.

10 Auditing the quality of the test

- 10.1 The Authority or an agent or contractor appointed by the Authority may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed quality plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Authority will give the Supplier at least five (5) Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Authority (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

11 Outcome of the testing

- 11.1 The Authority will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverable Item(s) (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and:
- 11.2.1 the Authority may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Authority may extend the Test Plan by such reasonable period or periods as the parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Authority's other rights and remedies, such failure shall constitute a Default.
- 11.3 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable Item to be satisfied.
- 11.4 The Authority shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Authority of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverable Item(s) related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and clause 44 (Charges and payments) in the Agreement.
- 11.6 If a Milestone is not achieved, the Authority shall promptly issue a report to the Supplier setting out the applicable Test Issues any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issue Threshold, then provided there are no Material Test Issues, the Authority shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Authority shall refuse to issue a Satisfaction Certificate and, without prejudice to the Authority's other rights and remedies, such failure shall constitute a Default.
- 11.9 If there are Test Issues which exceed the Test Issue Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for Approval by the Authority within ten (10) Working Days of receipt of the Authority's report pursuant to paragraph 10.5 above); and
 - 11.9.2 where the Authority issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12 Risk

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 12.1.1 operate to transfer any risk that the relevant Deliverable Item or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable Item or Milestone; or

- 12.1.2 affect the Authority's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Appendix 1 to Part B

Test Issues – Severity Levels

1 Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2 Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:
- 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverable Item(s).

3 Severity 3 Error

- 3.1 This is an error which:
- 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverable Item(s);
- but for which, as reasonably determined by the Authority, there is a practicable workaround available.

4 Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverable Item(s).

5 Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverable Item(s).

Appendix 2 to Part B
Satisfaction Certificate

To: Rivus Fleet Solutions Limited
From: Mayor's Office for Policing and Crime
[Insert Date dd/mm/yyyy]

Dear Sirs/Madam,

Satisfaction Certificate

Deliverable Item/Milestone(s): [Insert relevant description of the agreed Deliverable Item(s)/Milestones].

We refer to the agreement ("**Agreement**") [insert Agreement reference number] relating to the provision of the [insert description of the Deliverable Item(s)] between the Mayor's Office for Policing and Crime ("**Authority**") and Rivus Fleet Solutions Limited ("**Supplier**") dated [insert date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Agreement.

We confirm that all the Deliverable Item(s) relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverable Item(s) that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with clause 44 (Charges and payments) in the Agreement].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Authority]

Appendix 3 to Part B

Test Strategy

[to be included in accordance with paragraph 3.1 in Part B of this Schedule]

15. Insurance Requirements Schedule

1 Definitions

- 1.1 Unless expressly defined in this Schedule, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

2 Obligation to maintain insurances

- 2.1 This Schedule sets out the insurance obligations required of the Supplier under this Agreement. Without prejudice to its obligations to the Authority under this Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Appendix 1 (Required Insurances) in this Schedule and any other insurances as may be required by Applicable Laws (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the Commencement Date.
- 2.3 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the UK insurance market from time to time.
- 2.4 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the UK insurance market.
- 2.5 The Supplier shall ensure that the public liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

3 General obligations

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

4 Failure to insure

- 4.1 The Supplier shall not knowingly take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

5 Evidence of policies

- 5.1 The Supplier shall on request upon the Commencement Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence in the form of a broker's letter that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

6 Aggregate limit of indemnity

- 6.1 Where the limit cover required in relation to any of the Insurances is specified as being "in the annual aggregate" and a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the claim, is or are likely to result in a claim or claims being paid by the insurer which could reduce the level of cover required, the Supplier shall:
- ensure that the insurance cover is reinstated to maintain at all times the minimum limit of cover required for claims relating to this Agreement; or

if the Supplier is or has reason to believe it will be unable to fulfil its obligations as in 6.1.1, the Supplier shall without undue delay provide the Authority with the necessary details of the policy concerned and its proposed solution for maintaining the limit of cover required.

7 Cancellation

- 7.1 The Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

8 Insurance claims

- 8.1 The Supplier shall promptly make an informed decision as to whether to notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 8.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of twenty thousand pounds (£20,000) relating to or arising out of the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

Appendix 1
Required Insurances

- 1 The Supplier shall with a reputable insurance company maintain Insurances as specified below to cover the liabilities that may arise under or in connection with this Agreement and shall produce to the Authority on request a broker's letter evidencing that the same is in place.

Insurance Type	Coverage	Policy Period
Employer's Liability Insurance in accordance with legal requirements for the time being in force	Not less than ten million pounds (£10,000,000) each and every claim	For the Term of this Agreement and for up to six (6) years following the expiration or termination of this Agreement
Professional Indemnity Insurance	Not less than two million pounds (£2,000,000) each and every claim and in the annual aggregate	For the Term of this Agreement and for up to six (6) years following the expiration or termination of this Agreement
Public Liability Insurance	Not less than ten million pounds (£10,000,000) each and every occurrence	For the Term of this Agreement and for up to six (6) years following the expiration or termination of this Agreement
Product Liability Insurance	Not less than five million pounds (£5,000,000) each and every claim and in the annual aggregate	For the Term of this Agreement and for up to six (6) years following the expiration or termination of this Agreement
Motor Traders Liability (Motor Vehicle Road and Towing Risks Comprehensive Cover)	Not less than ten million pounds (£10,000,000) which result in: a) the death or bodily injury to any person; b) damage to any property subject to the following limits applying in respect of any one accident or series of accidents arising out of one originating cause: any motor vehicle	For the Term of this Agreement and for up to six (6) years following the expiration or termination of this Agreement
Property Insurance	Not less than five million pounds (£5,000,000) each and every occurrence	For the Term of this Agreement and for up to six (6) years following the expiration or termination of this Agreement
Cyber Liability Insurance	Not less than two million (£2,000,000) each and every claim and in the annual aggregate	For the Term of this Agreement and for up to six (6) years following the expiration or termination of this Agreement

16. IR35 Schedule**1 Definitions**

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Deemed Employment Condition means the condition set out in section 61M(1)(d) Income Tax (Earnings and Pensions) Act (ITEPA)

Employer NIC means the contributions required to be paid by employers in respect of their employees pursuant to the terms of the Social Security Contributions and Benefits Act

Engagement the engagement of the Supplier by the Authority under the terms of the Agreement

Intermediary a limited company, partnership or individual through which an individual contractor provides their services

Losses liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses)

Off Payroll Rules means Chapter 10 of Part 2 of ITEPA

PAYE Regulations the Income Tax (Pay as you Earn) Regulations 2003

Qualifying Intermediary means:

(a) where the Intermediary is a company that the conditions related to ownership and non-association as set out at section 61O(1) ITEPA are met;

(b) where the Intermediary is a partnership that:

(i) the relevant contractor is a member of the partnership;

(ii) the provision of the services is by the relevant contractor as a member of the partnership; and

(iii) the conditions in section 61P ITEPA, including in relation to the distribution of profits, are met

(c) where the Intermediary is an individual

Status Determination Statement

(a) for any contract coming into force after 6 April 2021 or continuing after that date, a statement provided by the Authority giving its determination on whether the Deemed Employment Condition applies to any of the Contractors supplied to the Authority under this Agreement and prepared in accordance with the Off-Payroll Rules (as amended with effect from 6 April 2021);

- (b) for any contract that will commence before 6 April 2021, information provided in accordance with section 61T ITEPA

2 Application

- 2.1 This Schedule shall apply where the Authority engages a Supplier who is an Intermediary.
- 2.2 Where there is conflict with the terms of the Agreement this Schedule shall override such provisions.

3 Obligations

- 3.1 The Supplier shall, and shall procure that the individual contractor shall, promptly give to the Authority all such information and documentation as it may reasonably require from time to time in order for the Authority to determine whether the individual contractor is or will be within scope of the Off-Payroll Rules, including whether the Deemed Employment Condition applies and whether or not the Supplier is a Qualifying Intermediary.
- 3.2 If the Engagement is within scope of the Off-Payroll Rules, the Supplier shall, and shall procure that the individual contractor shall, promptly give to the Authority all such information and documentation as it may reasonably require from time to time in order to comply with any obligation on the Authority to deduct tax or national insurance contributions from the Charges due under the Charges, Payment and Invoicing Schedule.
- 3.3 The Supplier shall, and shall procure that any individual contractor shall, promptly inform the Authority of any material change to any information or documentation previously provided in compliance with paragraph 3.1 and 3.2 above and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to determining whether the Engagement meets the Deemed Employment Condition.

4 Substitution and other matters

- 4.1 Upon completion or termination of the Engagement, the Authority shall be under no obligation to offer the Supplier further work, nor shall the Supplier be under any obligation to accept any offer of work made by the Authority.
- 4.2 During the Engagement the Supplier shall, and (where appropriate) shall ensure that each individual contractor shall:
- 4.2.1 provide the Services at such locations as are appropriate in the Supplier's judgment to deliver the Services effectively. When necessary the Authority will provide the Supplier with appropriate access to the Authority's facilities as is necessary for the effective conduct of the Services;
 - 4.2.2 provide the Services at such times and on such days as it shall decide but shall ensure that the Services are provided at such times as are necessary for the proper performance of the Services;
 - 4.2.3 provide at its own cost, all such necessary equipment as is reasonable for the satisfactory performance of the Services;
 - 4.2.4 if, as a matter of convenience, or security, the Supplier is provided with equipment by the Authority for the purposes of carrying out the Services, be responsible for ensuring that it preserves the security and condition of such equipment. If and to the extent that any equipment is lost while in the Supplier's possession, the Supplier shall be responsible for the cost of any necessary repairs or replacement;
 - 4.2.5 comply with the terms of the Agreement including its associated Schedules in its performance of the Services as related to all provisions relating to Supplier Personnel.
- 4.3 Both parties recognise that the contractor is a professional who will use their own initiative as to the manner in which the Services are delivered, provided that in doing so both they and the Supplier shall co-operate with the Authority and comply with all reasonable and lawful requests of the Authority and any specific service standards.
- 4.4 If the individual contractor is unable to provide the Services due to illness or injury, the Supplier shall advise the Authority of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee

shall be payable in respect of any period during which the Services are not provided by any individual contractor.

- 4.5 The Supplier may, with the prior written approval of the Authority, appoint a suitably qualified substitute contractor ("Substitute") of equivalent levels of relevant skills and experience to the individual contractor to perform the Services instead, provided that the Substitute will be required to enter into direct undertakings with the Authority, including with regard to confidentiality. If the Authority accepts the Substitute the Supplier shall continue to invoice the Authority in accordance with the Charges, Payment and Invoicing Schedule and shall be responsible for the remuneration of the Substitute.

5 Charges

- 5.1 Where the Off-Payroll Rules apply to the Engagement the Supplier acknowledges and agrees that the Authority shall deduct from the Charges payable to the Supplier, such sums due in respect of PAYE Income Tax and National Insurance Contributions, calculated in accordance with the Off-Payroll Rules, prior to payment of the Supplier's invoice. The Authority shall remit such sums deducted under this clause, together with Employer NICs of the relevant amount to HM Revenue and Customs to comply with its duties under the PAYE Regulations.

6 The Status Determination Statement

- 6.1 The Authority may review and update any Status Determination Statement at any time if it considers that there has been a material change in the working practices of the relevant contractors that would affect the Authority's original determination. Such updated Status Determination Statement will replace the Status Determination Statement previously provided in respect of any contractor.
- 6.2 The Authority will not be liable to the Supplier or any individual contractor for Losses that they may incur as a result of the Authority's conclusions in any Status Determination Statement.

7 Status

- 7.1 Notwithstanding clause 8 (Supplier status) in the Agreement, the relationship of the Supplier (and the individual contractor) to the Authority will be that of an independent contractor and nothing in this Schedule or the Agreement shall render the Supplier, the individual contractor, or any substitute an employee, worker, agent or partner of the Authority and the Supplier shall not hold itself out as such and shall procure that the individual contractor or any substitute shall not hold himself out as such.
- 7.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the Authority for and in respect of:
- 7.2.1 any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify the Authority against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Authority in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- 7.2.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the contractor or any substitute against the Authority arising out of or in connection with the provision of the Services.
- 7.3 The indemnity in paragraph 7.2.1 above does not apply to any income tax or National Insurance contributions deducted by the Authority from the Charges due under the Charges, Payment and Invoicing Schedule prior to payment to the Supplier if the Engagement is within scope of the Off-Payroll Rules.
- 7.4 The Authority may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

17. Key Personnel Schedule

- 1 Unless expressly defined in this Schedule, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.
- 2 The Supplier acknowledges that the Key Personnel lists in Appendix 1 (Key Personnel) of this Schedule are essential to the proper provision of the Services to the Authority.
- 3 The Key Personnel shall be responsible for the delivery of the Services and where applicable shall meet the Authorised Representatives in accordance with the details set out in the Governance Schedule of this Agreement.
- 4 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- 5 Any replacements to the Key Personnel shall be subject to the agreement of the Authority. 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.
- 6 The Authority shall not unreasonably withhold its agreement under paragraphs 4 or 5 and take into account the wishes of personnel to manage and to advance their respective careers. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.
- 7 In accordance with the Security Schedule of this Agreement, the Supplier shall:
 - 7.1 ensure all Key Personnel complies with the requirements and minimum security clearance in reference to 'Supplier Key Personnel' and 'Supplier Personnel' set out in the Security Schedule of this Agreement;
 - 7.2 ensure all Key Personnel shall not be permitted access to any Authority assets or information until they are security cleared to the appropriate level; and
 - 7.3 appoint a suitably qualified and experienced member of staff to the Risk Management Board (as defined in the Governance Schedule to this Agreement) to be responsible for security (as referred to as the Designated Security Co-ordinator or DSC in the Security Schedule to the Agreement). The Supplier Security Manager shall be a member of the Supplier's Key Personnel and will be supported in his role by the appointment by the Supplier of a qualified and experienced security analyst.

Appendix 1
Key Personnel

[To be completed.]

Key Personnel Name	Key Personnel Role	Key Personnel Vetting Clearance Level	Key Personnel Vetting Expiry Date
[Insert]	Chief Executive Officer (CEO)	[Insert]	[Insert]
[Insert]	Director of Operations	[Insert]	[Insert]
[Insert]	Director of Commercial	[Insert]	[Insert]
[Insert]	Account Director	[Insert]	[Insert]
[Insert]	Designated Security Co-Ordinator	[Insert]	[Insert]

18. Key Sub-contractors Schedule**1 Definitions**

- 1.1 Unless expressly defined in this Schedule, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

2 Key Subcontractors

- 2.1 With the prior written consent of the Authority and in accordance with the provisions in clause 37 (Assignment) of the Agreement, the Supplier is entitled to Sub-contract its obligations under this Agreement to the Key Sub-contractors listed in Appendix 1 (Key Sub-contractors) in this Schedule.
- 2.2 In making a request to the Authority about the proposed Key Sub-contractor in accordance with clause 37 (Assignment), the Supplier shall complete Appendix 1 (Key Sub-contractors) in this Schedule and provide a copy of the proposed Sub-contract for the Authority's Approval.
- 2.3 The Supplier shall ensure that the Approved Key Sub-contractors complies with the obligations in reference to 'Key Sub-contractors' set out in this Agreement, in particular the Financial Distress Schedule to this Agreement.
- 2.4 The parties agree that they will update Appendix 1 in accordance with the Change Control Procedure to record any Key Sub-contractors appointed by the Supplier with the prior written consent of the Authority after the Commencement Date for the purposes of the delivery of the Services.

Appendix 1

Key Sub-contractors

[To be completed by the Supplier.]

Key Subcontractor name and address (if not the same as the registered office)	Registered office and company registration number	Contractual relationship with the Supplier? e.g. affiliate, subsidiary	Related product/ Service description	Key Subcontractor price expressed as a percentage of total projected Charges over the Term	Role in delivery of the Services	Credit Rating Threshold

19. Notices Schedule

- 1.1 Unless expressly defined in this Schedule, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.
- 1.2 A notice given to a party under or in connection with this Agreement:
 - 1.2.1 shall be in writing and in English;
 - 1.2.2 shall be signed by or on behalf of the party giving it;
 - 1.2.3 shall be sent to the party for the attention of the contact and at the address of the set out below ;
 - 1.2.4 is deemed received as set out in paragraph 1.5 below if prepared and sent in accordance with this clause.
- 1.3 The addresses for service of notices are:
 - 1.3.1 The Mayor's Office for Policing and Crime
 - (a) Address: Marlowe House, 109 Station Road, Sidcup, Kent, DA15 7ES
 - (b) For the attention of: the named individual who is the Authority Representative
 - 1.3.2 Rivus Fleet Solutions Limited
 - (a) Address: 2620 Kings Court, The Crescent, Birmingham Business Park, Solihull, B37 7YE
 - (b) For the attention of: General Counsel
- 1.4 A party may change its details given in paragraph 1.3 above by giving notice, the change taking effect for the party notified of the change on the later of:
 - 1.4.1 the date, if any, specified in the notice as the effective date for the change; or
 - 1.4.2 the date seven (7) days after deemed receipt of the notice.
- 1.5 This paragraph 1.5 sets out the delivery methods for sending a notice to a party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this paragraph have been satisfied and subject to the provisions in paragraph 1.6 below):
 - 1.5.1 if delivered by hand, on signature of a delivery receipt;
 - 1.5.2 if sent by pre-paid first class post the next working day delivery service providing proof of postage **OR** delivery at 9.00am on the second day after posting or at the time recorded by the delivery service.
- 1.6 If deemed receipt under paragraph 1.5 above would occur outside business hours in the Working Day, it shall be deferred until business hours resume. In this paragraph 1.6, business hours means 9.00am to 5.00pm Monday to Friday on a Working Day.
- 1.7 This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Performance Regime Schedule

1 Definitions

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Asset	means a non-Vehicle asset that is operated by the Authority and which the Supplier supports pursuant to the terms of this Agreement
BCU	shall mean Borough Command Unit – a regional subdivision of the Authority that may have specific Vehicles or Assets assigned to it
Core Charges	has the same meaning set out in the Charges, Payment and Invoicing Schedule to this Agreement
Incentive Multiple	means the incentive multiple applied to the Supplier's Core Charges in respect of a Service Period as a result of the Supplier's performance against the Primary KPIs and in accordance with paragraph 4 in Part A: KPIs of this Schedule and 'Incentive Multiplier' shall be interpreted accordingly
Incentive Payment	means the additional incentive payment set out in Appendix 2 (Secondary KPIs) to this Schedule that can be achieved by the Supplier in respect of a Service Period or per Contract Year (as applicable), calculated by reference to the Secondary KPIs and applied in accordance with paragraph 4 in Part A: KPIs of this Schedule
Joint KPI	means a KPI set out in Appendix 3 (Joint KPI) to this Schedule and as further described in paragraph 4 in Part A: KPIs of this Schedule
Joint KPI Incentive Payment	means an additional payment to the Supplier resulting from an assessment of the Joint KPI
Maximum Joint KPI Incentive Payment	means as at the Commencement Date the sum of £125,000 per Service Period or such other sum as may be increased or decreased by the Authority during the Term and where such sum shall not be the subject of any indexation
Measurement Level	means the level that a KPI should be measured at as set out for each KPI within this Schedule
Monitoring Group	means a monitoring group that a KPI should be measured at as set out for each KPI within this Schedule
Performance Meeting	Review the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in paragraph 2.3 of Part B: Performance Monitoring of this Schedule
Primary KPI	means a KPI set out in Appendix 1 (Primary KPIs) to this Schedule and as further described in paragraph 4 in Part A: KPIs of this Schedule
Procurement 2 Supplier	means the supplier named Rivus Fleet Solutions Limited or any replacement thereof with the applicable responsibilities set out in Table 2: Joint KPI Suppliers in Part A: KPIs of this Schedule
Procurement 3 Supplier	means the supplier named Rivus Fleet Solutions Limited or any replacement thereof with the applicable responsibilities set out in Table 2: Joint KPI Suppliers in Part A: KPIs of this Schedule

Procurement 4 Supplier				means the supplier named Rivus Fleet Solutions Limited or any replacement thereof with the applicable responsibilities set out in Table 2: Joint KPI Suppliers in Part A: KPIs of this Schedule
Procurement Supplier	5	Lot	1	means the supplier named Rivus Fleet Solutions Limited or any replacement thereof with the applicable responsibilities set out in Table 2: Joint KPI Suppliers in Part A: KPIs of this Schedule
Procurement Supplier	5	Lot	2	means the supplier named Rivus Fleet Solutions Limited or any replacement thereof with the applicable responsibilities set out in Table 2: Joint KPI Suppliers in Part A: KPIs of this Schedule
Real Time Fleet List				means the real time list of Vehicles that fall within the scope of the Services to be provided by the Supplier under this Agreement as such list is maintained by the Authority and which the Supplier has real time access to
Secondary KPI				means a KPI set out in Appendix 2 (Secondary KPIs) to this Schedule and as further described in paragraph 4 in Part A: KPIs of this Schedule
Service Period				shall mean a calendar month, save that the final Service Period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term
SMR&I				means the service, maintenance, repair and inspection services contained under the following Authority procurements: • Procurement 1 – Emergency Response Vehicle Repair; • Procurement 2 – Emergency Response and Support Vehicle Repair; • Procurement 3 – General Purpose Vehicle Repair; • Procurement 4 – Vehicle Collision Repair; • Procurement 5 Lot 1 – Systems Integrator; and • Procurement 5 Lot 2 – Collection and Delivery
Vehicle				means any Vehicle or road going plant operated by the Authority that is within the scope of Services to be provided by the Supplier under this Agreement as such Vehicles shall be added to or removed from such scope by way of the Real Time Fleet List operated by the Authority
Vehicle Uptime				has the meaning set out in Appendix 3 (Joint KPI) to this Schedule
Vehicle Uptime Target				means the applicable target for Vehicle Uptime for a Vehicle (by Vehicle type) as set out in Appendix 3 (Joint KPI) to this Schedule. The Vehicle Uptime Target is for management reporting purposes and is not used to calculate the Joint KPI Incentive Payment

- 1.3 This Schedule sets out the structure, governance and management of the performance regime for the Services provided by the Supplier to the Authority. The Services under this Schedule relate to Procurement 1 – Emergency Response Vehicle Repair and should be read in conjunction with its associated Services Description. In addition, in accordance with this Agreement, the relevant Service Level is set out in this Schedule.

Part A: KPIs

2 Objectives of the KPIs

- 2.1 Notwithstanding clause 30 (KPIs) and clause 31 (Rectification plan process) of the Agreement, the KPIs shall:
- 2.1.1 ensure that the Services are provided to a consistent and high level of quality;
 - 2.1.2 ensure the Services meet the Authority's requirements as set out in the applicable Services Description;
 - 2.1.3 provide a mechanism for the Authority to receive a reasonable and proportionate remedy for inconvenience or loss resulting from the Supplier's failure to meet the required Service Level(s) as described in this Schedule; and
 - 2.1.4 incentivise the Supplier to meet or exceed the required Service Level(s) as described in this Schedule.

3 KPIs

- 3.1 The appendices to this Schedule set out the categories of KPIs as further described in this Schedule, and their associated Target KPIs, which the Authority will use to measure the performance of the Services provided by the Supplier to the Authority.
- 3.2 The KPIs shall apply from the Commencement Date.
- 3.3 The Supplier shall assess and monitor their performance against each KPI at the Measurement Level as set out in the appendices to this Schedule, as the Supplier's performance will be measured against the applicable Measurement Level. The Authority requires that KPIs are monitored at the most granular level possible so that issues may be more easily identified in order to identify their root cause. This is with the aim of benefitting both the Authority and the Supplier.
- 3.4 The Supplier shall provide records of and Management Reports summarising the Achieved KPIs and its performance against KPIs and any Service Level(s).
- 3.5 The Authority shall use the Supplier's Management Reports to determine:
- 3.5.1 the levels of Incentive Multiplier; and
 - 3.5.2 any Incentive Payments.
- 3.6 It is the responsibility of the Procurement 5 Lot 1 Supplier to report Joint KPI performance of the SMR&I via its associated Management Report. This will be used to determine the Supplier's share of the Joint KPI Incentive Payment.

4 Categories of KPIs

Primary KPIs

- 4.1 Primary KPIs set out in Appendix 1 (Primary KPIs) to this Schedule are those that determine the Incentive Multiple achieved by the Supplier. The Supplier's performance in a Service Period will be used to calculate an Incentive Multiple for that Service Period.
- 4.2 The Incentive Multiple achieved is determined based on the number of events within each Monitoring Group of a Primary KPI that are completed by the target completion measure as stated for each applicable Primary KPI in Appendix 1 (Primary KPIs), divided by the number of eligible events within each Monitoring Group.

For each Service Period the Incentive Multiple shall be calculated as follows:

For each Primary KPI (save for Primary KPI 6), the Supplier's actual performance in each Monitoring Group for that Primary KPI is divided by the eligible events in each Monitoring Group for that Primary KPI in that Service Period and which shall be calculated as a percentage.

The combined single average percentage performance for all Monitoring Groups reflected within each Primary KPI shall be calculated as an average of the Monitoring Groups within that Primary KPI and that shall be the Supplier's Achieved KPI for that Primary KPI.

The average percentage performance for each Primary KPI (save for Primary KPI 6) shall then be averaged to provide a single percentage performance for all Primary KPIs (save for Primary KPI 6).

This average percentage figure across all Primary KPIs (save for Primary KPI 6) would be the figure that is used to calculate the Incentive Multiplier for the Service Period in question in accordance with the calculation shown in Table 1 below.

By way of example:

There are 3 Primary KPIs.

Primary KPIx covers 3 Monitoring Groups. In one Monitoring Group, 20 Vehicles are due to have planned maintenance events within the Service Period and 18 of these planned maintenance events happen on time. The performance for this Monitoring Group would be 90%.

The Supplier's performance across the 3 Monitoring Groups is 90%, 95%, 100%. The average performance in that Primary KPI for that Service Period would be 95% $((90+95+100)/3)$.

There are two further Primary KPIs and the performance averages for all Monitoring Groups in those Primary KPIs is calculated to be 85% and 90% respectively. The average performance across the three Primary KPIs for that Service Period would be 90% $((95+85+90)/3)$.

This 90% would be used in the Incentive Multiple calculation for the Service Period in the example.

- 4.3 The Incentive Multiple is a multiplier applied to the Core Charges paid to the Supplier in respect of a Service Period and will be calculated in respect of each Service Period and invoiced at the same time as the Core Charges to which the payment relates.
- 4.4 The potential range of Incentive Multiples and the Primary KPI performance levels that the Incentive Multiple is calculated by reference to is set out in Table 1 below. The Incentive Multiplier shall be calculated to 5 decimal places.
- 4.5 For the first twelve (12) Service Periods after the Commencement Date no Incentive Multiple lower than '1' shall be applied to the Supplier's Core Charges, thereafter the Incentive Multiplier that is applied shall never be less than 0.89000 and never be greater than 1.11000.

Table 1: Incentive Multiple Calculation

Combined percentage performance across all Primary KPIs (save for Primary KPI 6)	Incentive Multiplier achieved (x in the calculation is a percentage and entered as a numerical value between 0.000 and 1.000)
Less than or equal to 75%	0.89000
$75\% < x < 100\%$	$0.89 + (0.22*((x-0.75)/0.25))$
100%	1.11000

This calculation results in the following graph of Incentive Multiple achieved for different levels of combined percentage performance across all Primary KPIs (save for Primary KPI 6):

Figure 1: Incentive Multiple Graph

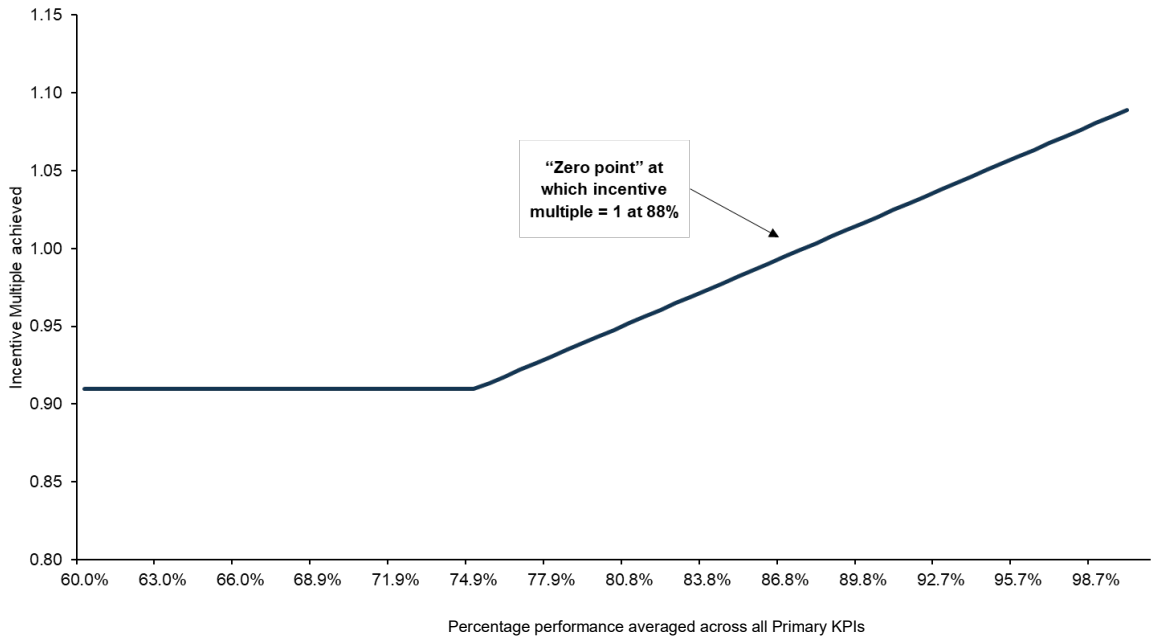


Figure 2: Incentive Multiple Example

Worked Example – Across the relevant Primary KPIs the combined performance is 90%

Within each Service Period the Supplier’s performance will be measured to determine the Incentive Multiple that shall be applied to all Core Charges:

KPI 1 performance across all 6 Monitoring Group (Vehicle group) – calculated average **88%**
Area Car 69.3%, Armed Response 85.8%, Incident Response 93.1%,
Minibus 93.7%, Protected Carrier 95.4% and Station Van 90.7%
Calculated average 88.0%

KPI 2 performance across all 6 Monitoring Group (Vehicle group) – calculated average **89%**

KPI 3 performance across all 6 Monitoring Group (Vehicle group) – calculated average **90%**

KPI 4 performance across all 6 Monitoring Group (Vehicle group) – calculated average **91%**

KPI 5 performance across all 6 Monitoring Group (Vehicle group) – calculated average **92%**

The combined performance for **KPI 1 88.0%, KPI 2 89.0%, KPI 3 90.0%, KPI 4 91.0% and KPI 5 92.0%** – calculated average **90.0%**

Incentive multiple = $0.89 + (0.22 * ((0.9 - 0.75) / 0.25))$
Incentive multiple = **1.022**

4.6 Primary KPI 6 does not form part of the calculations above but is a reduction in the Core Charges to reflect where a Management Report is delivered late as set out in Paragraph 1.2 of Part B: Performance Monitoring of this Schedule.

Secondary KPIs

4.7 Secondary KPIs are those that do not contribute to the Incentive Multiple calculation set out above, however instead have a positive Incentive Payment adjustment associated with them as further detailed in Appendix 2 (Secondary KPI) to this Schedule. Incentive Payments, if any, where approved by the Authority shall be invoiced by the Supplier and paid in accordance with the Charges Payment and Invoicing Schedule.

4.8 The Supplier’s performance as measured against each Secondary KPI will be assessed at the applicable Measurement Level set out in Appendix 2 (Secondary KPIs) of this Schedule. Secondary KPI 8 shall be calculated at the end of Contract Year 2 and then each Contract Year thereafter. Secondary KPI 10 shall be calculated at the end of each Contract Year.

Joint KPI

- 4.9 The Joint KPI is the result of the collaboration and interaction of the multiple suppliers contracted for the SMR&I services. The Supplier shall enter into the Supplier Collaboration Agreement in circumstances where there is more than one supplier providing services that contribute to the Joint KPI assessment.
- 4.10 The suppliers who are covered by the Joint KPI are set out in Table 2 below:

Table 2: Joint KPI Suppliers

Entity	Provision	Percentage Share of Maximum Joint KPI Incentive Payment in a Service Period	Share of Maximum Joint KPI Incentive Payment in a Service Period
The Supplier to this Agreement for Procurement 1	The requirements of this Agreement	37.5%	£46,875
Procurement 2 Supplier	The Authority's requirements for emergency response and support vehicle repair covered by that separate contract	20.5%	£25,625
Procurement 3 Supplier	The Authority's requirements for general-purpose vehicle repair covered by that separate contract	1%	£1,250
Procurement 4 Supplier	The Authority's requirements for vehicle collision repair covered by that separate contract	1%	£1,250
Procurement 5 Lot 1 Supplier	The Authority's requirements for systems integrator covered by that separate contract	32%	£40,000
Procurement 5 Lot 2 Supplier	The Authority's requirements for collection and delivery covered by that separate contract	8%	£10,000

- 4.11 Joint KPI performance shall be reported by the Procurement 5 Lot 1 Supplier for each Service Period with Joint KPI Incentive Payments. Joint KPI Incentive Payments, if any, where approved by the Authority shall be paid invoiced by the Supplier and paid in accordance with the Charges Payments and Invoicing Schedule. The Supplier shall be entitled to thirty seven point five per cent (37.5%) of the total available Joint KPI Incentive Payment as calculated for the Service Period in question. For the avoidance of doubt, the Maximum Joint KPI Incentive Payment is shared across all the contracts listed in Table 2 and is not the maximum figure that applies to this Contract in each Service Period.
- 4.12 The total available Joint KPI Incentive Payment to be shared between the suppliers shall decrease from the Maximum Joint KPI Incentive Payment depending on the percentage of Vehicle Uptime achieved across all Monitoring Groups in a given Service Period, as set out in Appendix 3 (Joint KPI) to this Schedule.

- 4.13 The Joint KPI Incentive Payment shall only be payable in respect of Service Periods commencing on or after 1 May 2024. No Joint KPI Incentive Payment shall apply or be payable in respect of Service Periods occurring between 1 November 2023 and 30 April 2024.

5 Excused performance

- 5.1 The Supplier shall advise the Authority in writing of any events or circumstances which it claims give rise to excused performance (as specified in paragraph 5.2 below) within the Service Period and shall do so as soon as reasonably practicable after becoming aware of any such events or circumstances and, in any event, detail the reason in the Management Report for that Service Period. Failure to advise the Authority shall prevent the Supplier from claiming that the relevant events or circumstances give rise to any excused performance.
- 5.2 Notwithstanding clause 34 (Force Majeure) of the Agreement, the Supplier shall be entitled to excused performance in respect of a Service Failure if and to the extent (and subject to the Supplier demonstrating to the reasonable satisfaction of the Authority) that the Service Failure was caused by a Force Majeure Event which the Supplier could not have foreseen, prevented or mitigated and which directly affected the Supplier's ability to provide the Services in respect of the relevant KPIs, provided that the Supplier has effectively and in good time implemented any applicable disaster recovery or business recovery plan that would enable the Supplier to resume providing the Services to the KPIs.
- 5.3 Notwithstanding the cause of any excused performance, the Supplier shall use all reasonable endeavours and take all necessary steps within its control to mitigate the effect of the Force Majeure Event, and impact to the Authority of any Services failing to achieve the KPIs.
- 5.4 Where excused performance has been agreed in respect of a Service Failure for a Primary KPI within a Service Period, then that Primary KPI shall be omitted from the Incentive Multiple calculation for that Service Period.

6 Changes to existing KPIs

- 6.1 Notwithstanding clause 30 (KPI) of the Agreement, at any time during the Term subject to paragraph 6.4 below, the Authority may at its sole discretion and acting reasonably:
- 6.1.1 amend or delete any Service Level(s) and/or KPIs; and/ or
 - 6.1.2 add new Service Levels and/or KPIs; and/ or
 - 6.1.3 amend the categories of the KPIs set out in this Schedule; and/ or
 - 6.1.4 amend the level at which a certain KPI is measured; and/ or
 - 6.1.5 amend the definitions of different Divisions (as set out in Appendix 3); and/or
 - 6.1.6 change the distribution or number of Vehicles in any Division or Vehicle group (each as set out in Appendix 3). (The Authority shall be entitled to move Vehicles between Divisions and Vehicle groups to suit its own operational requirements which will necessarily change how certain KPIs are measured);
- to reflect changes in the Authority's business or operational requirements or objectives.
- 6.2 The Authority shall be entitled to review the KPIs every six (6) months.
- 6.3 Amendments, deletions and additions to the KPIs must be:
- 6.3.1 approved by the Authority at the relevant monthly Governance Board in accordance with the Governance Schedule of this Agreement;
 - 6.3.2 reported by the Authority at the relevant monthly Governance Board in accordance with the Governance Schedule of this Agreement, including a justification for the amendment, deletion or addition; and
 - 6.3.3 notified to the Supplier in writing at least twenty (20) Working Days prior to the KPI amendment, deletion or addition taking effect.
- 6.4 Amendments, deletions or additions to KPIs pursuant to paragraph 6.1 above shall only be permitted:
- 6.4.1 six (6) months after the Commencement Date; and
 - 6.4.2 thereafter every six (6) months,

with the Authority being limited to amending existing KPI levels, or deleting or adding up to a maximum of four (4) KPIs on each such occasion, unless agreed otherwise by the parties. Any changes will be made via the Change Control Procedure set out in the Agreement.

- 6.5 Changes to KPIs not carried out in line with paragraph 6.4 above shall be conducted in accordance with the Change Control Procedure.

7 Incentive Payment Review

- 7.1 The amounts of each Incentive Payments for Secondary KPIs detailed in Appendix 2 (Secondary KPIs) to this Schedule will be reviewed by the Authority (at its discretion) at the end of the third (3rd) Contract Year. Until that point all Incentive Payments shall remain at the same level set out in Appendix 2 (Secondary KPIs) to this Schedule and will not rise with inflation or any other index over the first three (3) Contract Years.

Part B: Performance Monitoring**1 Performance monitoring and performance review**

- 1.1 Notwithstanding the terms set out in the Governance Schedule of the Agreement, within ten (10) Working Days of the end of each Service Period, the Supplier shall provide a Management Report to the Authority Representative in accordance with paragraph 2 below of this Part B: Performance Monitoring. For the avoidance of doubt, the Management Report should cover the performance monitoring and performance review of all the categories of KPIs except the Joint KPI set out in this Schedule.
- 1.2 Should the Management Report be either i) delivered later than ten (10) Working Days of the end of the Service Period to which it relates, or ii) fail to meet the standards as described in paragraph 2.1 below, then the Authority has the right to reduce the Core Charges for the relevant Service Period by ten (10) percent as a deduction as set out in Primary KPI 6. For the avoidance of doubt, this paragraph 1.2 of Part B: Performance Monitoring is set out as Primary KPI 6 in Appendix 1 (Primary KPIs) of this Schedule and shall only apply from twelve (12) months after the Commencement Date. Any deduction shall be applied to the Core Charges prior to the calculation and application of the Incentive Multiplier.

2 Management Report

- 2.1 As stated in clause 48 (Reporting and Meetings) of the Agreement, the Supplier shall provide the Management Reports in the form and at the intervals set out in the Governance and/or the Records Provision Schedule of this Agreement.
- 2.2 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in the Governance Schedule and the Supplier shall, at each meeting, present its previously circulated Management Reports in the format set out in that Schedule.
- 2.3 The Management Report shall be reviewed and its contents agreed by the parties at the next relevant Governance Board meeting held in accordance with the Governance Schedule of this Agreement.
- 2.4 Notwithstanding the terms set out in the Governance Schedule of the Agreement, the parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Management Reports. The relevant Governance Board shall (unless otherwise agreed):
 - 2.4.1 take place within five (5) Working Days of the Management Report being issued by the Supplier;
 - 2.4.2 take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
 - 2.4.3 be attended by the Supplier Representative and the Authority Representative.
- 2.5 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any Service Failure.

3 Performance Records

- 3.1 The Supplier shall ensure that the Management Report and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and the Records Provisions Schedule of this Agreement and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

4 Performance Verification

- 4.1 The Authority reserves the right to verify whether Services provided by the Supplier under this Agreement are compliant with the requirements of the Agreement including against the KPIs, including by carrying out test transactions or otherwise.

Appendix 1

Primary KPIs

KPI No.	Name	Description	Methodology	Target KPI	Measurement level and Monitoring Group	Reporting period	Figure from KPI that contributes to the overall combined Incentive Multiplier calculation	Deduction (%)	Monitoring commencing from	Incentive Multiplier or deduction application from
1	Planned maintenance events	The Supplier shall ensure that all planned maintenance events are completed on or before either the due date or required interval (e.g. every 10,000 miles) whichever is more immediate (as booked with the Procurement 5 Lot 1 Supplier)	The result for each Monitoring Group shall be expressed as a percentage (one decimal place) of the number of events per Monitoring Group that are completed on time, divided by the number of eligible events per Monitoring Group. The combined result for the Primary KPI shall be the average of the result for each Monitoring Group in the Primary KPI (in this case the average result for each of the 6 Monitoring Groups in this Primary KPI).	95%	Vehicle group, 6	Service Period	The combined result for the Primary KPI shall be the average of the result for each Monitoring Group in the Primary KPI (in this case the average result for each of the 6 Monitoring Groups in this Primary KPI).	Not Applicable	Commencement Date	Commencement Date and as further detailed in Part A: KPIs paragraph 4.5
2	Unplanned maintenance events	The Supplier shall ensure that all unplanned maintenance events are completed within two (2) days of notification (by the Procurement 5 Lot 1 Supplier)	The result for each Monitoring Group shall be expressed as a percentage (one decimal place) of the number of events per Monitoring Group that are completed on time, divided by the number of eligible events per Monitoring Group. The combined result for the Primary KPI shall be the average of the result for each Monitoring Group in the Primary KPI (in this case the average result for each of the 6 Monitoring Groups in this Primary KPI).	95%	Vehicle group, 6	Service Period	The combined result for the Primary KPI shall be the average of the result for each Monitoring Group in the Primary KPI (in this case the average result for each of the 6 Monitoring Groups in this Primary KPI).	Not Applicable	Commencement Date	Commencement Date and as further detailed in Part A: KPIs paragraph 4.5
3	First-time fix	The Supplier shall ensure a first-time fix for all planned and unplanned SMR events. Where a first-time fix is defined as activity undertaken that does not require the same vehicle to return	The result for each Monitoring Group shall be expressed as a percentage (one decimal place) of the number of events within a Monitoring Group where a first-time fix is achieved and that vehicle does not need to return for the same or closely related	95%	Vehicle group, 6	Service Period	The combined result for the Primary KPI shall be the average of the result for each Monitoring Group in the Primary KPI (in this case the average result for each of the 6	Not Applicable	Commencement Date	Commencement Date and as further detailed in Part A: KPIs paragraph 4.5 184

Performance Regime Schedule

Contract 1

KPI No.	Name	Description	Methodology	Target KPI	Measurement level and Monitoring Group	Reporting period	Figure from KPI that contributes to the overall combined Incentive Multiplier calculation	Deduction (%)	Monitoring commencing from	Incentive Multiplier or deduction application from
		for the same or closely related activity again for a two (2) week period	activity again for a two (2) week period that are completed on time, divided by the number of eligible events per Monitoring Group. The combined result for the Primary KPI shall be the average of the result for each Monitoring Group in the Primary KPI (in this case the average result for each of the 6 Monitoring Groups in this Primary KPI). The Vehicles and events that shall be counted shall be those where the final day of two (2) week period falls in the Service period in question. For example, a Vehicle is released on 15 February, the two week period would expire on 1 March so that event would be accounted for in the March Service Period.				Monitoring Groups in this Primary KPI).			
4	Safety and legal maintenance events	The Supplier shall ensure first time pass for all safety and legal maintenance events (as booked with the Procurement 5 Lot 1 Supplier), excluding any failures resulting from driver induced behaviour	The result for each Monitoring Group shall be expressed as a percentage (one decimal place) of the number of events per Monitoring Group that are completed with a first time pass, divided by the number of eligible events per Monitoring Group. The combined result for the Primary KPI shall be the average of the result for each Monitoring Group in the Primary KPI (in this case the average result for each of the 6 Monitoring Groups in this Primary KPI).	98%	Vehicle group, 6	Service Period	The combined result for the Primary KPI shall be the average of the result for each Monitoring Group in the Primary KPI (in this case the average result for each of the 6 Monitoring Groups in this Primary KPI).	Not Applicable	Commencement Date	Commencement Date and as further detailed in Part A: KPIs paragraph 4.5
5	Average events	The Supplier shall minimise the average number of workshop visits per month	The Supplier shall deliver the average number of workshop visits per month for each	See Appendix	Vehicle group, 6	Service Period	The combined result for the Primary KPI shall be the percentage of the	Not Applicable	Commencement Date	Commencement Date and as further 185

Performance Regime Schedule

Contract 1

KPI No.	Name	Description	Methodology	Target KPI	Measurement level and Monitoring Group	Reporting period	Figure from KPI that contributes to the overall combined Incentive Multiplier calculation	Deduction (%)	Monitoring commencing from	Incentive Multiplier or deduction application from
		(planned and unplanned) in line with agreed targets for agreed vehicle groupings, excluding any workshop visits for vehicle collision repairs conducted by the Procurement 4 Supplier	Vehicle Group as laid out in Appendix 4 of this Schedule. The combined result for the Primary KPI shall be the percentage of the total Monitoring Groups that achieve the number of average visits.	4 in this Schedule			total Monitoring Groups that achieve the number of average visits.			detailed in Part A: KPIs paragraph 4.5
6	Management Report	The Supplier shall ensure that the Management Report shall be delivered within ten (10) Working Days of the end of each Service Period and in the form and at the intervals set out in the Governance and/or the Records Provision Schedule of this Agreement	The Supplier shall deliver the Management Report within ten (10) Working Days of the end of the Service Period and in the form set out in the Governance and/or the Records Provision Schedule of this Agreement	10 Working Days	MPS, 1	Service Period	Not Applicable	Deduct ten (10) per cent of the Core Charges within the Service Period as a deduction if Management Report is delivered later than fifteen (15) Working Days of the end of the Service Period to which it relates and not in accordance with Part B:Performance Monitoring of this Schedule	Commencement Date	Twelve (12) months from Commencement Date and as further detailed in with Part B:Performance Monitoring paragraph 1.2

Appendix 2
Secondary KPIs

KPI No.	Description	Reporting Period	Methodology	Target KPI	Measurement Level and Monitoring Group	Application from	Incentive Payment available for achieving the Target KPI in each Service Period or Contract Year as applicable	Payment Frequency
7	The Supplier shall ensure full compliance for scheduling of all safety and legal maintenance events (booked with the Procurement 5 Lot 1 supplier)	Service Period	The Supplier shall demonstrate with evidence and to the satisfaction of the Authority that the Supplier has ensured full compliance for scheduling of all safety and legal maintenance events	100%	MPS, 1	Commencement Date	£3,000 each Service Period	Service Period
8	The Supplier shall minimise total average cost per Vehicle per year in line with agreed targets for vehicle groupings (see Appendix 4 in this Schedule for vehicle group targets)	Contract Year	[to be inserted prior to Commencement Date]	90%	Vehicle group, 6	Twelve (12) months from Commencement Date	£40,000 each Contract Year (excluding the first Contract Year)	Contract Year
9	The Supplier shall conduct and pass random work quality audits (validating all technical standards have been adhered to) per month to represent ten per cent (10%) of the work conducted on each vehicle grouping.	Service Period	The Supplier shall demonstrate with evidence and to the satisfaction of the Authority that the Supplier has conducted the quality audit checks and that all checks have been passed.	100%	Vehicle group, 6	Commencement Date	£3,000 each Service Period	Service Period
10	The Supplier shall deliver upon the social value commitments set out in the Responsible Procurement Schedule to this Agreement and evidence this to the Authority	Contract Year	The Supplier shall demonstrate with evidence and to the satisfaction of the Authority that the Supplier has delivered upon the social value commitments set out in the Responsible Procurement Schedule to this Agreement.	N/A	MPS, 1	Commencement Date	£50,000 each Contract Year	Contract Year

Appendix 3

Joint KPI

Joint KPI 1 (KPI No. 11): Vehicle Uptime	
Measurement Level assessed at (see Figure 7): Division and Vehicle group (105 Monitoring Groups)	
Average combined Vehicle Uptime percentage when the Vehicle Uptime percentage of each individual Monitoring Group is averaged	Total available Joint KPI Incentive Payment in each Service Period
Less than or equal to 80%	£0
$80\% < x \leq 90\%$	$30,000 * ((X-0.8)/0.1)$
$90\% < x \leq 95\%$	$30,000 + (30,000 * ((X-0.9)/0.05))$
$95\% \leq x$	$60,000 + (65,000 * ((X-0.95)/0.05))$

This calculation results in the following graph of Joint KPI Incentive Payment achieved for different levels of Joint KPI performance calculated from the average combined Vehicle Uptime percentage when the Vehicle Uptime percentage of each individual Monitoring Group is averaged.

Figure 3: Joint KPI Graph

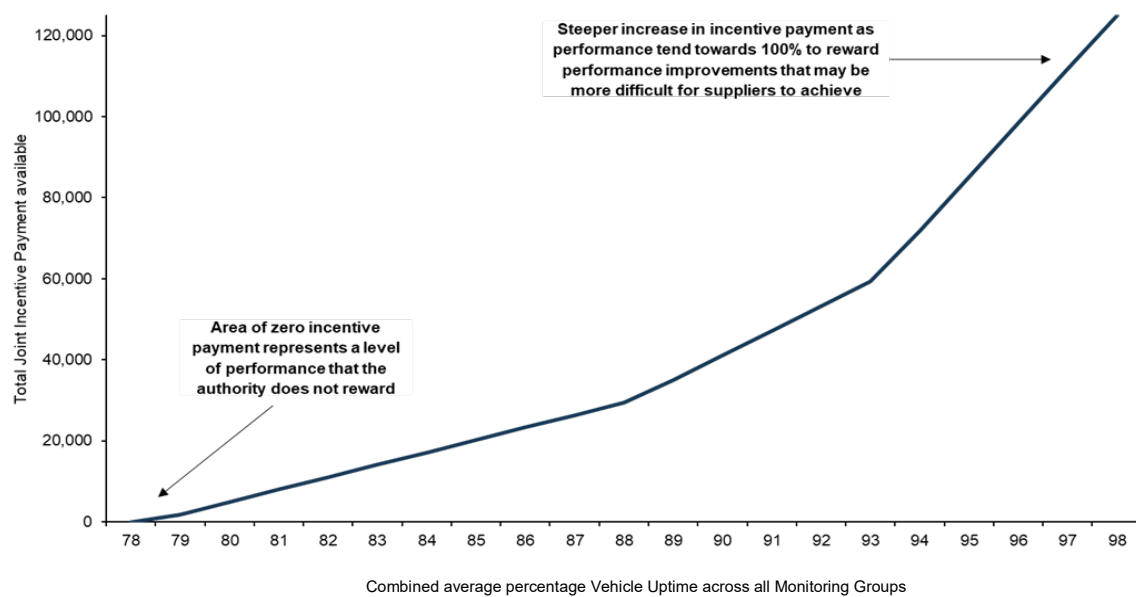


Figure 4: Incentive Payment Example

Worked Example – 91% average combined Vehicle Uptime percentage (when the Vehicle Uptime percentage of each individual Monitoring Group is averaged)

Total joint KPI incentive payment = £30,000 + (£30,000*(0.91-0.9)/0.05)

Total joint KPI incentive payment for service period = **£36,000**

Therefore the share of Maximum Joint KPI Incentive Payment in a Service Period of £36,000 will be shared between suppliers as per Table 2. This would result in Procurement 1 Supplier receiving £13,500.

For the purposes of this Schedule, the Joint KPI is 'Vehicle Uptime' and for a Vehicle this is assessed using the following formula set out in Figure 5 below.

For the purposes of the 'Vehicle Uptime' calculation a Vehicle shall be deemed to be 'available for use by the Authority' where such Vehicle has been removed from service on the instruction of the Authority for the purposes of either an Independent Office for Police Conduct investigation or an Authority led special incident investigation.

Figure 5: Vehicle Uptime Formula

$$\% \text{ Vehicle Uptime} = \frac{\text{Total hours in a Service Period which a Vehicle actually available for use by the Authority}}{\text{Total available hours in a Service Period which Vehicle should be available for use by the Authority}}$$

Figure 6: Vehicle Uptime Example

Example Vehicle Uptime	
Vehicle Uptime Target	90%
Days in Service Period	30
Central East BCU - Incident Response vehicle volume	36
Total hours available in Service Period per vehicle (30 days x 24hr)	720
Total hours available in service period per Incident Response vehicles allocated to Central East BCU	25,920
Total vehicle off road time in service period per Incident Response vehicles allocated to Central East BCU	1,440
Total hours in service period minus total	24,480
Actual Vehicle Uptime in service period	94%

In order to calculate the Joint KPI performance the 'Vehicle Uptime' is individually calculated as a percentage for each one of the 105 Monitoring Groups that are reflected in the Joint KPI. The percentage result for each of the 105 Monitoring Groups is then averaged to create a single percentage that is used to calculate the Joint KPI Incentive Payment.

For example, in a scenario with 10 Monitoring Groups. The 'Vehicle Uptime' for each Monitoring Group for the Service Period is calculated which delivers the following percentages:

Monitoring Group	Vehicle Uptime for that Monitoring Group
Monitoring Group 1	80%
Monitoring Group 2	82%
Monitoring Group 3	84%
Monitoring Group 4	86%
Monitoring Group 5	88%
Monitoring Group 6	90%
Monitoring Group 7	92%

Performance Regime Schedule

Contract 1

Monitoring Group 8	94%
Monitoring Group 9	96%
Monitoring Group 10	98%

The percentage Vehicle Uptime for each Monitoring Group is averaged to provide a combined percentage that is used to calculate the Joint KPI Incentive Payment.

$((80+82+84+86+88+90+92+94+96+98)/10)= 89\%$

Performance Regime Schedule

Contract 1

Figure 7: Vehicle Uptime Target for Each Vehicle Type

Borough Command Unit/ Department	Procurement 1						Procurement 2										Procurement 3		Grand Total	
	Area Car	Armed Response	Incident Response	Minibus	Protected Carrier	Station Van	Dog Response	Equipment Carrier	Non MPS	NPCC Plant	Plant Protection	Q Car	Roads	Specialist	Surveillance	Trailer	General Purpose	Museum Fleet		
Vehicle Uptime Target	90%	90%	90%	95%	90%	90%	90%	90%	95%	95%	95%	95%	95%	90%	90%	95%	95%	95%	95%	
Frontline Policing																				
Central East BCU	3		36	9		7						24					31		110	
Central North BCU	2		31	9		6						19	4				20		91	
Central South BCU	2		43	9		8						19					38		119	
Central West BCU	3		49	11		14						28		1			23		129	
East Area BCU	2		40	9		7						14					47		119	
North Area BCU	2		34	8		8						21					34		107	
North East BCU	2		38	12		6						21					40		119	
North West BCU	3		51	9		8						13					46		130	
South Area BCU	3		44	12		10		1				19		2			47		138	
South East BCU	4		43	13		7						20		1			42		130	
South West BCU	4		44	14		11						19		1			37		130	
West Area BCU	3		59	13		9						17		1			45		147	
Op Venice	6											10	18						34	
Met Operations																				
MO2 ANPR Intelligence		74		6				25				13	5	39			18		180	
MO6 Public Order Planning & Resources												3	14						17	
MO7 Task Force Dog Support Unit			1	21	143			6		1				6		17	5		200	
MO7 Task Force Territorial Support Group							81										1		82	
MO8 Roads Policing					81			11				19							111	
MO19 Specialist Firearms			40	46				1				28	272	3		4	5		399	
Specialist Operations																				
Aviation Security		4	8	26		2		1				7	2	6			3		59	
Parliamentary & Diplomatic Protection				31				1				15	2	4					53	
Pan London			17	25	7	1		229	1	2	35	68	258	35	51	5	8	287	16	1,045
Grand Total	39	78	578	283	231	104	81	275	1	2	36	83	574	350	115	5	29	769	16	3,649

Grey	Fleet level, measuring KPIs using data for the total fleet	1	Monitoring group
Blue	BCU/Department level, measuring KPIs using data aggregated by BCU	22	Monitoring groups
Gold	Vehicle group level, measuring KPIs using data aggregated by operational role	19	Monitoring groups
Red	BCU and operational role level, measuring KPIs using combination of BCU and operational role	105	Monitoring groups

Appendix 4

KPI 5 (Average Events) and KPI 8 (Average Cost) Targets

	KPI 5	KPI 8
Vehicle Group	Average number of workshop visits per month target (excluding any workshop visits for vehicle collision repairs conducted by the Procurement 4 Supplier)	Average yearly vehicle spend target
Area Car	0.94	[to be inserted prior to Contract Year 2]
Armed Response	0.57	[to be inserted prior to Contract Year 2]
Incident Response	0.57	[to be inserted prior to Contract Year 2]
Minibus	0.26	[to be inserted prior to Contract Year 2]
Protected Carrier	0.24	[to be inserted prior to Contract Year 2]
Station Van	0.65	[to be inserted prior to Contract Year 2]

21. Records Provision Schedule

1 Definitions

- 1.1 Unless expressly defined in this Schedule, capitalised expressions shall have the meanings set out in clause 1 (Definitions and Interpretation) of the Agreement.

2 Reports

- 2.1 Any or all of the following reports may be required from the Supplier who shall provide at the Supplier's expense such reports in accordance with the timings specified in this Agreement and, if no timing is specified, in the time reasonably requested by the Authority:

- 2.1.1 Implementation Plan reports;
- 2.1.2 Test Reports;
- 2.1.3 Management Reports for all Services;
- 2.1.4 Services Report (including the milestone(s) (if any) within this Agreement) to accompany the invoice for the applicable due and payable Charges in accordance with the Charges, Payment and Invoicing Schedule to this Agreement;
- 2.1.5 annual report on the insurances to be maintained in accordance with this Agreement;
- 2.1.6 Security Reports (including reports relating to the Supplier's compliance with any accreditation required under this Agreement);
- 2.1.7 annual Continuous Improvements Report to the provision of the Services as described in the Continuous Improvements Schedule to this Agreement;
- 2.1.8 annual audit report in respect of its Processing of the Personal Information and its compliance with the Data Protection Legislation as defined and described in the Data Protection Schedule of this Agreement. In addition, if applicable, report of any Data Breach or any unauthorised or unlawful Processing of the Personal Information under the Data Protection Legislation as defined and described in the Data Protection Schedule of this Agreement;
- 2.1.9 Equality and Diversity Commitment Report as described in paragraph 3 (Social and Ethical) in the Responsible Procurement Schedule of this Agreement;
- 2.1.10 HR reports, including quarterly / annual Supplier Personnel (including Key Personnel) Report to illustrate the agreed levels of resourcing and their required vetting clearance and level, with this information being shared and used by the parties in compliance with Data Protection Legislation;
- 2.1.11 Ethical Sourcing Plan Compliance Audit;
- 2.1.12 Collision Reports;
- 2.1.13 Health and Safety Report;
- 2.1.14 any other reports set out in this Agreement; and
- 2.1.15 any other reports the Authority may reasonably require from time to time in relation to this Agreement.

Further details of the requirements are as set out in Appendix 1 (Reports Required).

- 2.2 The Supplier shall provide other information relating to this Agreement to the Authority as requested in advance in preparation for meetings.
- 2.3 In accordance with the relevant terms of the Agreement, the Supplier shall report immediately to the Authority the Material commercial implications of all matters that, in relation to this Agreement, may:
- 2.3.1 involve action in a court;
 - 2.3.2 involve action by any other regulatory body;
 - 2.3.3 raise questions of principle or financial policy;
 - 2.3.4 possess unusual features or involve particular difficulty;
 - 2.3.5 arouse particular public interest or publicity;

- 2.3.6 concern a matter of particular importance or sensitivity such as to make reference to the MPS and/ or the Authority desirable; and
- 2.3.7 have the potential to cause embarrassment to the MOPAC, MPS or their employees.
- 2.4 Additionally, the Supplier shall provide access to the following information to the Authority which shall be updated at least daily:
 - 2.4.1 All relevant information used to inform the calculation of KPIs and performance measures;
 - 2.4.2 Electronic records showing the progress of all vehicles as they move through repair and maintenance processes;
 - 2.4.3 Warranty issues associated with the vehicles and vehicle equipment.

3 Records

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Appendix 2 (Records to be Kept by the Supplier) of this Schedule:
 - 3.1.1 in accordance with Good Industry Practice;
 - 3.1.2 in searchable electronic file formats;
 - 3.1.3 in chronological order;
 - 3.1.4 in a form that is up to date, full and accurate;
 - 3.1.5 in a form that is capable of audit; and
 - 3.1.6 at its own expense.
- 3.2 The Supplier shall make the records referred to in Appendix 2 (Records to be Kept by the Supplier) of this Schedule available for inspection by the Authority on request during the Term and thereafter for the periods specified in paragraphs 3.4 and 3.5 below, subject to the Authority giving reasonable notice.
- 3.3 Wherever practical, original records shall be retained and maintained by the Supplier in hard copy form. True copies of the original records may be kept by the Supplier where it is not practicable to retain original records.
- 3.4 The Supplier shall, during the Term and a period of six (6) years following the expiry or termination (however arising) of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including all records (whether in electronic format or otherwise) referred to in Appendix 2 (Records to be Kept by the Supplier) of this Schedule.
- 3.5 Financial records referred to in Appendix 2 (Records to be Kept by the Supplier) of this Schedule shall be retained and maintained in safe storage by the Supplier for a period of six (6) years after the expiry or termination (however arising) of this Agreement.
- 3.6 Without prejudice to the foregoing, the Supplier shall provide the Authority:
 - 3.6.1 as soon as they are available, and in any event within sixty (60) Working Days (or such other period as the parties agree in writing) after the end of the first six (6) months of each financial year of this Agreement during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if appropriate, of consolidated un-audited interim accounts of the Supplier, its subsidiaries and holding company (if any and as such terms are defined by section 1159 Companies Act 2006) for that financial year which would (if the Supplier were listed on the London Stock Exchange whether or not it is) be required to be sent to shareholders as at the end of and for each such six (6) month period; and
 - 3.6.2 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than one hundred and thirty (130) days (or such other period as the parties agree in writing) after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if appropriate, the consolidated audited accounts of the Supplier and its associated companies (if any) in respect of that

period, prepared in accordance with the Companies Act 2006 and generally accepted accounting principles and bases in the UK, consistently applied together with copies of all related directors' and auditors' reports and all other notices or circulars to shareholders.

- 3.7 The Supplier(s) shall allow for audit requirements, including retention of all records, during the term of the Agreement and for a period of at least six (6) years following any expiry or termination of the Agreement. Furthermore, the Supplier(s) shall assist the Authority or any authorised auditors in their duties such as tracing and supplying records or other documentation, answering queries, providing financial or other data as requested.

Appendix 1

Reports Required

In accordance with the provisions of paragraph 2 (Reports) of this schedule, the Supplier shall maintain the following reports.

1 Implementation Plan Reports

- 1.1 Requirements for Implementation Plan reports are set out in paragraph 7.3 of Part A: Implementation Plan of the Implementation Plan and Testing Schedule.

2 Test Reports

- 2.1 Requirements for Test Reports are set out in paragraphs 7.5 and 7.6 of Part B: Testing of the Implementation Plan and Testing Schedule.

3 Management Reports

- 3.1 Requirements for Management Reports are set out in the Performance Regime Schedule and in paragraph 4 of the Governance Schedule of this Agreement. The Management Reports shall be in such a format as initially agreed between the parties prior to the Commencement Date (and thereafter from time to time).

4 Evidence of Insurance Policies

- 4.1 Requirements for evidence of insurance policies are as set out paragraph 5 of the Insurance Requirements Schedule.
- 4.2 As set out in the Insurance Requirements Schedule, the Supplier should retain records of and be prepared to report on relevant claims made to insurers.

5 Security Reports

- 5.1 The requirements for security reports are as set out in the Security Schedule of this Agreement.
- 5.2 As set out in the Security Schedule, the Supplier will provide at request evidence to the Authority of the effectiveness of the vulnerability remediation toolsets and processes through biannual tests, reports or statements.
- 5.3 At the Supplier's expense, the Supplier will provide to the Authority any other reports which may be reasonably requested in relation to site and/or IT security.

6 Continuous Improvement Reports

- 6.1 The requirements for Continuous Improvement Reports are as set out paragraph 2 of the Continuous Improvement Schedule of this Agreement.

7 Data Protection Legislation Audit Reports

- 7.1 The requirements for Data Protection Legislation Audit Reports are as set out in paragraph 10 of the Data Protection Schedule of this agreement.

8 Equality and Diversity Commitment Reports

- 8.1 The Supplier shall provide relevant management information reporting on its equality and diversity commitments as set out in paragraph 3.1 of the Responsible Procurement Schedule.

9 HR Reports

- 9.1 The Supplier shall produce a high level Resourcing Report each Service Period containing:
- (a) Number of Supplier Personnel deployed to deliver the Services.
 - (b) Total number of vetted Supplier Personnel required to perform the Services.
 - (c) Number of Supplier Personnel vetted specifically for the purpose of delivering the Services.
 - (d) Number of Supplier Personnel currently undergoing vetting (but not yet cleared).
- 9.2 The Supplier shall produce a detailed Resourcing Report each quarter containing:

- (a) Organisational chart including: roles required to deliver the Services including title, full-time equivalent, and current incumbent Supplier Personnel if not vacant; and reporting lines.
 - (b) Details of Supplier Personnel who are assigned to the Contract, which must be capable of sorting by any subject, and include: ID Number; Role; Vetting level; Vetting expiry date; Skills; Training (current and planned); Grade/level as appropriate; Location; and Identification of leavers and new joiners to the Contract since the last quarterly report.
 - (c) Turnover rates (by grade/role);
 - (d) Absenteeism rates (by grade/role); and
 - (e) Ratio of permanent to temporary/agency.
- 9.3 The Supplier shall produce an annual report containing summary details including the following:
- (a) Equality Monitoring form;
 - (b) Total salary costs;
 - (c) Salary ranges by grade/level as appropriate; and
 - (d) Any changes to terms and conditions of employment, including pensions, that have been made in the past year and any proposed for the following year.
- 9.4 The Supplier shall produce ad-hoc HR reports, for example, equal opportunities statistics and initiatives, which it is anticipated will be requested once per year on average.
- 10 Ethical Sourcing Plan Compliance Audit**
- 10.1 The requirements for Ethical Sourcing Plan Compliance Audits are set out in paragraph 3.11 of the Responsible Procurement Schedule.
- 11 Collision Reporting**
- 11.1 The requirements for Collision Reporting are as set out in paragraph 5.11 of the Responsible Procurement Schedule.
- 12 Health and Safety Report**
- 12.1 The requirements for the Health and Safety Report are as set out in paragraph 3 of the Safety Rules for Suppliers and Sub-contractors Schedule.

Appendix 2**Records to be Kept by the Supplier**

- 1 In accordance with the provisions of paragraph 3 (Records) above, the Supplier shall maintain the following records:
 - 1.1 this Agreement (including its Schedules) and all amendments and changes to such documents;
 - 1.2 all other documents which this Agreement expressly requires to be prepared;
 - 1.3 records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel and their required vetting clearance and level;
 - 1.4 notices, reports and other documentation relating to the Services submitted by an expert;
 - 1.5 all operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and any relevant Supplier Equipment;
 - 1.6 documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event;
 - 1.7 all formal notices, reports (including the reports described in paragraph 2 (Reports) and Appendix 1 (Reports Required) above) or submissions made by the Supplier to the Authority Representative in connection with the provision of Services;
 - 1.8 all certificates, accreditations, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services;
 - 1.9 documents prepared by the Supplier in support of claims for the Charges;
 - 1.10 documents submitted by the Supplier pursuant to and/or in accordance with the Change Control Procedure;
 - 1.11 documents submitted by the Supplier pursuant to invocation by it or the Authority of the Dispute Resolution Procedure;
 - 1.12 documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier;
 - 1.13 invoices and records related to VAT sought to be recovered by the Supplier;
 - 1.14 financial records including audited and un-audited accounts of the Supplier and (if a Guarantee has been given) the Guarantor;
 - 1.15 records relating to the Services required to be retained by the Supplier by Applicable Law including in relation to health and safety matters and health and safety files and all consents;
 - 1.16 all documents relating to the insurances and any claims made in respect of them;
 - 1.17 all journals and audit trial data referred to in the Security Schedule of this Agreement;
 - 1.18 all monitoring or system logs (including incident logs);
 - 1.19 all other records, notices, accreditations or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement;
 - 1.20 records of Supplier(s) personnel training. As in paragraph 9 in Appendix 1, these records will be shared these records with the Authority on a quarterly basis;
 - 1.21 records detailing changes to Services;
 - 1.22 records detailing asset lists relating to the Services described in this Agreement;
 - 1.23 records related to Service volumes;

- 1.24 records relating to vehicle maintenance and inspection;
- 1.25 records relating to the Supplier's obligations as set out in the Security Schedule, including (but not limited to) IT and access control;
- 1.26 staff deployment records; and
- 1.27 staff remuneration rates.

22. Responsible Procurement Schedule

1 Definitions and interpretation

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Adverse Climate Outcome (ACO) (a) reduced air quality;
(b) an increase in greenhouse gas (GHG) emissions;
(c) depletion of natural capital; or
(d) wasted embedded carbon

Affiliate means an affiliate of Electronics Watch who, as a contracting authority (as defined in Directive 2014/24/EU or equivalent UK legislation), monitors Code compliance in Factories through Electronics Watch

Category N3 HGV means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms

Car-derived Van a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment

CCSL means the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time

CLOCS Standard means the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk

Collision Report a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities

Delivery and Servicing Vehicle a HGV, a Van or a Car-derived Van

Direct Vision Standard or DVS Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk

Disclosure Form means the disclosure form available separately to Electronics Watch Affiliates

Driver any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Services

Electronic Goods means the electronic goods (including components) that form the subject matter of this Agreement

	(including goods and components that are supplied only temporarily as part of a service contract)
Electronics Watch	means Stichting Electronics Watch Foundation, whose registered office is Sarphatistraat 30, 1018 GL Amsterdam, The Netherlands
Factory	means an assembly factory in which any of the Electronic Goods are assembled or a component supplier factory in which the main (based on value) electronic components used in the assembly of any of the Electronic Goods are produced
FORS	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and P2W. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance
FORS Standard	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
Gold Accreditation	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
GLA	is the Greater London Authority
HGV	a vehicle with an MAM exceeding 3,500 kilograms
London Living Wage	means the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk)
MAM	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road
New Fair Deal	has the meaning given in the Staff Transfer Schedule of this Agreement
Responsible Procurement Policy	means the Responsible Procurement Policy as laid out by the GLA (http://www.london.gov.uk/rp-policy) which__is committed to pioneering socially, environmentally and economically sustainable procurement to deliver improved quality of life and better value for money
Silver Accreditation	the minimum level of accreditation within the FORS Standard acceptable for this Agreement, the requirements of which are more particularly described at: www.fors-online.org.uk
Transferring Authority Employee	has the meaning given in the Staff Transfer Schedule of this Agreement
Van	a vehicle with a MAM not exceeding 3,500 kilograms
Vision Zero	the strategy set out by the Mayor of London to reduce road danger and London like other major cities around the world are taking a stand to end the toll of deaths and injury seen on their roads and

transport networks by committing to Vision Zero. London is at the forefront of this approach and the Mayor's Transport Strategy sets out the goal that, by 2041, all deaths and serious injuries will be eliminated from London's transport network

Working Areas

means areas/countries from which the Supplier or any of its Sub-contractors operates including locations of offices and Factories including where the production of Electronic Goods takes place

2 Introduction

This Schedule sets out the Authority's commitment to improving responsible and sustainable procurement practices focusing on the promotion of economic, social and environmental principles. This Schedule embodies the principles identified by the Mayor's Office for Policing and Crime; in the Greater London Authority's Responsible Procurement policy; and the Public Procurement Directive 2014/24; and the Public Procurement Notice (PPN) 06/20, which builds upon the Social Value Act 2015.

3 Social and Ethical

3.1 Equality and Diversity

The Authority encourages equality and diversity within its supply chains and looks to remove any barriers of entry under its contracts. The Supplier shall co-operate with the Authority to ensure the procurement process and Service delivery is transparent in its approach to equality and diversity.

The Supplier and its Sub-contractors shall apply all of the following commitments, where proportionate, across its supply chain, so that its procurement of goods, works and services drive opportunities for:

- a) Improving supply chain diversity;
- b) Embedding fair and inclusive employment practices;
- c) Enabling skills, training and employment opportunities;
- d) Promoting ethical sourcing practices;
- e) Improving environmental sustainability; and
- f) Helping local communities to manage and recover from the impact of COVID-19.

The Supplier shall provide relevant management information reporting on its equality and diversity commitments as outlined within the Records Provision Schedule of this Agreement.

3.2 Health and Safety

The Supplier will commit to providing and maintaining a healthy and safe working environment for all employees which meets and where possible exceeds the standards set by applicable health and safety laws. Where the Services are provided by Sub-contractors, those Sub-contractors will be subject to a proportionate assessment of their working environment.

3.3 Safeguarding

The Supplier will ensure that appropriate safeguarding measures are in place where applicable.

3.4 Discrimination

The Authority opposes all forms of discrimination and prides itself on being an equal opportunities employer. The Supplier will not discriminate in any of its supply chain contracts against, amongst other things, age, gender, disability, race, religion, sexual orientation, marriage and civil partnerships and pregnancy and maternity.

3.5 Small and Medium Sized Enterprises

3.5.1 The standard definition of a small and medium sized enterprise (**SME**) will apply.

3.5.2 The Supplier will recognise the importance of encouraging the participation of SMEs in their supply chain and will take adequate measures to encourage and monitor SME participation in line with the commitments of the GLA's Responsible Procurement Policy. The Supplier shall

work with its supply chain to remove barriers for SMEs, promote inclusion, and address under-representation in their supply chain.

3.6 Tax Transparency

If tax non-compliance happens during this Agreement, the Supplier shall:

- 3.6.1 tell the Authority in writing within ten (10) Working Days;
- 3.6.2 promptly provide the Authority with details of the steps it has taken to address the non-compliance; and
- 3.6.3 provide any other information the Authority reasonably needs.

3.7 The Authority may terminate this Agreement for material Default if the Supplier fails to:

- (a) comply with paragraph 3.6 above; and/or
- (b) provide details of any mitigating factors and its plans to prevent recurrence, which are acceptable to the Authority.

3.8 Modern Slavery

In performing its obligations under this Agreement, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015.

3.9 Human Rights

The Supplier shall ensure its Sub-contractors comply with all applicable labour, anti-slavery and human trafficking laws, statutes and regulations from time to time in force.

3.10 Ethical Trading

3.10.1 The Supplier shall comply with the Ethical Trading Initiative (ETI) (<https://www.ethicaltrade.org/>) base code.

3.10.2 The Supplier shall provide the Authority with full details (which shall be updated as necessary) of all Working Areas. Such details shall include the name and full postal address of each Working Area, the name and contact details of the company that owns each Working Area and the name and contact details for the individual responsible for managing each Working Area.

3.10.3 Prior to supplying plant and materials in relation to the Services, the Supplier shall provide an initial third-party audit report no more than twelve (12) months old in relation to each Working Area. Unless the Authority otherwise agrees, the Supplier shall provide subsequent third-party audit reports in relation to each Working Area on each anniversary of the initial audit for the duration of the Term.

3.10.4 Each audit report shall address how the Supplier has complied with each of the nine key areas set out in the ETI base code, and such report shall be supplied at the Supplier's cost.

3.10.5 If, in the Authority's opinion, any remedial action is required to be undertaken by the Supplier as a result of an audit, the Authority shall agree an action plan and timeline for the remedial action with the Authority by no later than one (1) month from the date of the Authority notifying the Supplier that remedial action is required. The Supplier shall comply with the agreed action plan within the agreed timeline. The Authority reserves the right to carry out such additional audits as may be necessary to monitor compliance with the action plan, such audits to be completed by a third-party auditor approved by the Authority. The Supplier shall pay the full costs of any such audits.

3.10.6 The Supplier shall submit an ethical sourcing action plan to the Authority for acceptance within one (1) month of the Commencement Date. The Supplier's ethical sourcing action plan shall comply with the requirements set out in the Services Description Schedule of this Agreement. The Authority shall be entitled to withhold fifty percent (50%) of the amount due to the Supplier under this Agreement until it has received an ethical sourcing action plan from the Supplier which complies with the requirements set out in the Services Description Schedule of this Agreement.

3.11 Ethical Sourcing

3.11.1 The Supplier shall submit an ethical sourcing action plan to the Authority for acceptance within one (1) month of the Commencement Date. The Supplier's ethical sourcing action plan shall comply with the requirements set out in the Services Description Schedule of this Agreement. Upon the Authority's Approval it is to be included at Appendix 1: Ethical Sourcing Plan to this Schedule in accordance with the Change Control Procedure

3.11.2 The Authority (acting reasonably) reserves the right to audit compliance by the Supplier with its obligations under paragraph 3.11.1 above at any time. If the audit report finds that the Supplier is not complying with any such obligations then, the parties may agree an action plan and timeline for remediating the breach, in which case the Supplier will comply with the agreed action plan within the agreed timeline. The Authority reserves the right to carry out such additional audits as may be necessary to monitor compliance with the action plan, such audits to be completed by a third-party auditor approved by the Authority. The Supplier shall pay the full costs of any such audits.

3.12 London Living Wage

3.12.1 The Supplier shall:

(a) ensure that its Supplier Personnel and procure that the Supplier Personnel of its Sub-contractors engaged in the provision of the Services:

- (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
- (ii) on the Authority's Premises including (without limitation) premises and land owned or occupied by the Authority;

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

(b) ensure that none of:

- (i) the Supplier Personnel; nor
- (ii) the personnel of its Sub-contractors;

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

(c) provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation);

- (i) all information necessary for the Authority to confirm that the Supplier is complying with its obligations under this paragraph 3.12 and
- (ii) reasonable evidence that this paragraph 3.12.1 has been implemented;

(d) disseminate on behalf of the Authority to:

- (i) the Supplier Personnel; and
- (ii) the personnel of its Sub-contractors;

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

(e) co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

- (i) allowing the CCSL to contact and meet with the Supplier Personnel and any trade unions representing the Supplier Personnel;
- (ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' personnel and any trade unions representing the Sub-contractors' personnel;

in order to establish that the obligations in this paragraph 3.12.1 have been complied with.

- 3.12.2 For the avoidance of doubt the Supplier shall:
- (a) implement the annual increase in the rate of the London Living Wage; and
 - (b) procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage;
- on or before 1st April in the year following the publication of the increased rate of the London Living Wage.
- 3.12.3 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier Personnel and the personnel of its Sub-contractors.
- 3.12.4 Without limiting the Authority's rights under any other termination provision in this Agreement, the Supplier shall remedy any breach of the provisions of this paragraph 3.12 within four (4) weeks' notice of same from the Authority (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this paragraph 3.12 following the Notice Period, the Authority may by written notice to the Supplier immediately terminate this Agreement.

3.13 Anti-Bribery and Corruption

The Supplier will ensure that it has adequate procedures in place to ensure that it is not involved in bribery and corruption and that it does not incur liability under the Bribery Act 2010. The Authority will monitor and identify corruption and respond appropriately if corruption is uncovered. These procedures will apply to the Supplier and its employees and any Sub-contractors.

3.14 Sub-contractors

The Supplier shall procure that each of its Sub-contractors (if any) comply with obligations substantially similar to those set out in this Schedule.

3.15 Compliance

- 3.15.1 If and when requested to do so by the Authority at any time, the Supplier shall provide the Authority with such documents and/or permit representatives of the Authority to have such access to the Supplier's premises and personnel as the Authority may reasonably require for the purposes of verifying compliance on the part of the Supplier with its obligations under this paragraph 3.
- 3.15.2 During the Term, the Supplier shall on request by the Authority and as soon as reasonably practicable provide the Authority with such complete, accurate and up-to-date information as may be required by the Authority in order to monitor compliance by the Supplier and any Supplier Sub-contractor with the obligations arising on the Supplier under this paragraph 3.

4 Economic

4.1 Apprenticeships

The Supplier will offer and increase access to apprenticeships to provide investment into its workforce enabling its employees to develop the skills and behaviours they need as well as offering opportunities to those already in work.

4.2 Responsible procurement to Sub-contractors

The Supplier shall include the same responsible procurement measures contained within this Schedule to encourage responsible procurement throughout their supply chains. This will ensure responsible procurement has a greater impact throughout the supply chain.

4.3 Principles of good employment practice

- 4.3.1 The Supplier shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Authority Employee as set down in:
- (a) HM Treasury's guidance, Staff Transfers from Central Government: A Fair Deal for Staff Pensions, of 1999;

- (b) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- (c) the New Fair Deal.

4.3.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in paragraph 4.3.1 above or in this Schedule shall be agreed in accordance with the Change Control Procedure of this Agreement.

4.4 Electronic trade

4.4.1 The Supplier agrees that it will register and transact with the eMarketplace managed service solution or any other electronic marketplace (including Coupa) as designated by the Authority (the "**Electronic Marketplace**") in any or all of the options described at (a) to (d) below:

- (a) receive electronic requests for service quotations and free text purchase orders as emailed PDF attachments;
- (b) receive electronic request for quotations and free text purchase orders and in turn convert electronic purchase orders to electronic invoices for submission through the Electronic Marketplace;
- (c) provide electronic catalogue content of the goods and/or services as required by the Authority; and/or
- (d) enable a punch-out link from the Electronic Marketplace to the Supplier's online ordering portal.

4.4.2 The Supplier agrees that it will undertake full back office integration with the Electronic Marketplace and any Authority managed service solution in order to transact with the Authority through any of the means detailed above at 4.4.1(a) to 4.4.1(d) above.

4.5 Electronics Watch

4.5.1 The Supplier undertakes its business in a manner that is consistent with the Electronics Watch Code of Labour Standards (the "**Code**"), the United Nations Guiding Principles on Business and Human Rights, and Socially Responsible Trading Conditions.

4.5.2 The Supplier shall notify the Electronics Watch as soon as it becomes aware of any breach, or potential breach of the Code or this Agreement, or any actual or suspected modern slavery and/or forced labour and/or human trafficking related to the manufacturing process for the production of the Electronic Goods.

4.5.3 Within twenty five (25) Working Days of the date of this Agreement (or as soon as reasonably practicable) and free of charge, the Supplier shall, by way of a completed Disclosure Form, inform the Affiliate and Electronics Watch of:

- (a) the Factories where the Electronic Goods are produced (including their legal names and complete physical addresses);
- (b) the specific products or components produced in each Factory (including the value of the products or components).

4.5.4 The Supplier shall as soon as reasonably practicable notify the Affiliate and Electronics Watch of any changes to the information provided in its Disclosure Form, of which it becomes aware.

4.5.5 The Supplier shall use reasonable and proportionate endeavours to disclose the compliance findings in summary or in whole (or, if available for disclosure, the audit reports) relating to the Factories conducted within the previous twenty four (24) months which it is able to discover and obtain through reasonable enquiries. These disclosures shall be made within twenty five (25) Working Days of the date of this Agreement (or as soon as reasonably practicable).

4.5.6 The Supplier shall make enquiries of every direct supplier every six (6) months into whether any further compliance finding (or, if available for disclosure, audit reports) relating to the Factories have been undertaken, and disclose such findings in accordance with the provisions of this paragraph.

4.6 London Anchor Institutions' Charter

- 4.6.1 The Supplier acknowledges the Authority's commitment to the London Anchor Institutions' Charter. <https://www.london.gov.uk/coronavirus/londons-recovery-coronavirus-crisis/anchor-institutions-charter> ("**the Charter**").
- 4.6.2 The Supplier shall wherever reasonably and practicably possible support the aims and objectives of the Charter including but not limited to:
- (a) reverse unemployment and loss of economic growth due to the Covid-19 pandemic;
 - (b) narrow social, economic and health inequalities;
 - (c) help young people to flourish with access to support and opportunities;
 - (d) support our communities, including those most impacted by the Covid-19 virus; and
 - (e) accelerate delivery of a cleaner, greener London.

5 Environmental

5.1 Endorsement of Cruelty Free Products

The Supplier shall only use and shall procure that each of its Sub-contractors shall only use for the purpose of this Agreement, cleaning products (including, without limitation, the ingredients of those cleaning products) which are cruelty free and have not been tested on animals and which have been certified by Cruelty Free International as not tested on animals.

5.2 Environmental Sustainability and Carbon Management

The Supplier will aim to minimise any adverse environmental effects associated with the goods, works and services it procures and will promote the positive environmental impact of these where possible. When considering the environmental impact of such goods, works and services the Authority shall not incur excessive additional costs.

5.3 Net Zero Carbon Emissions

The Supplier shall fulfil their obligations under this Agreement to:

- a) achieve climate goals including net zero targets; achieve net zero or net negative emissions by 2050 or sooner, in a manner that promotes a just transition to a low carbon economy and that results in at least a seven percent (7%) reduction of green house gas emissions year on year;
- b) minimise their impact on climate change by minimising the greenhouse gas emissions generated through the provision of the goods and/or Services pursuant to this Agreement;
- c) perform their obligations under this Agreement in a way that minimises the carbon footprint associated with the activities under this Agreement; and
- d) avoiding the occurrence of an Adverse Climate Outcome as a result of performing the obligations in this Agreement.

5.4 Energy Efficiency Directive

Where reasonably practicable, the Supplier will purchase energy efficient products, services and buildings in accordance with Article 6(1) of the Energy Efficiency Directive (2012/27/EU). The duty only applies in so far as the purchase is consistent with cost-effectiveness, economic feasibility, wider sustainability, technical suitability and sufficient completion.

5.5 Waste Electrical and Electronics Equipment (WEEE Regulations)

- 5.5.1 The Supplier is responsible under the WEEE Regulations for the environmentally sound disposal of EEE when it is discarded as WEEE.
- 5.5.2 The Supplier is responsible for ensuring that all other relevant environmental legislation is also followed.

5.6 Fleet Operator Recognition Scheme (FORS) Accreditation

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within ninety (90) days of the Commencement Date:

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the "Alternative Scheme"); and
- (b) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

5.7 Safety Features on HGVs

The Supplier shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

5.8 Construction Logistics and Community Safety (CLOCS)

Where applicable, for works contracts exceeding a value of one million pounds (£1,000,000.00):

- (a) the Supplier shall comply with the CLOCS Standard
- (b) the Supplier shall ensure that the conditions at all sites and locations where:
 - (i) the Services are being delivered, or
 - (ii) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,
 are appropriate for each Category N3 HGV being used in the provision of the Services.

5.9 Direct Vision Standard (DVS)

Where applicable, for contracts exceeding a value of one million pounds (£1,000,000.00) where the duration will exceed twelve (12) months and a significant amount of the work will be conducted within the GLA boundaries:

- (a) the Supplier shall comply with the DVS Schedule, which can be found via <https://tfl.gov.uk/info-for/deliveries-in-london/delivering-safely/direct-vision-in-heavy-goods-vehicles>.
- (b) the Supplier shall ensure that:
- (c) from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;
- (d) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

5.10 Driver Training

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that each of its Drivers attend the Approved Progressive Training throughout the Term of this Agreement.

5.11 Collision Reporting

Where the Supplier operates Delivery and Servicing Vehicles to deliver this Agreement, the Supplier shall within fifteen (15) days of the Commencement Date, provide to the Authority a Collision Report. The Supplier shall provide to the Authority an updated Collision Report within five (5) working days of a written request from the Authority at anytime.

5.12 Non-Road Mobile Machinery

- 5.12.1 Where applicable when using Non-Road Mobile Machinery (**NRMM**), each party shall comply with the NRMM (Type-Approval and Emission of Gaseous and Particulate Pollutants) Regulations 2018/764 and any other regulations applicable to NRMM. Each party shall ensure the NRMM meets the minimum required emission stage for each activity carried out and that all in-scope machinery is registered correctly.

- 5.12.2 Examples of NRMM include: excavators, dumpers, piling rigs, generators, mobile cranes, MEWPs, static pumps, compressors, crushers, telehandlers (list is non-exhaustive) and these would more typically be found in construction contracts.

6 Implementation

To ensure successful implementation of this Schedule the Authority may develop a proportionate action plan for each agreement including relevant targets and KPIs which will allow for monitoring of the performance of the principles in this Schedule.

Appendix 1: Ethical Sourcing Plan

[To be inserted.]

23. Safety Rules for Suppliers and Sub-contractors Schedule

1 Definitions

- 1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.
- 1.2 Notwithstanding paragraph 1.1 above, the following acronyms, abbreviations and definitions shall apply:

Item	Definition
COSHH	Control of Substances Hazardous to Health Regulations 2002
CTC	Counter terrorist check
DSEAR	Dangerous Substances and Explosive Atmospheres Regulations 2002
H&S	Health and safety
HSG51	The Storage of Flammable Liquids in Containers
HSG140	Safe Use and Handling of Flammable Liquids
HV	High voltage
MEWP	Mobile elevating work platform
MSDS	Material safety data sheet
NPPV2	Non-police personal vetting – applicable to non-police personnel with access to Authority Premises or systems.
PPE	Personal protective equipment
RAMS	Risk assessment and methodology statement

Emergency Response

shall mean any Authority Vehicle that carries an exemption to the Road Traffic Regulation Act 1984 that permits officers to make swift progress through traffic to reach the scene of incidents. All Emergency Response Vehicles must be equipped with police warning lights and sirens (whether covert or overt). They may or may not be liveried

Non-Response

shall mean a general purpose Vehicle that may be driven by any licensed driver, in a way that fully abides by the Road Traffic Regulation Act 1984. Non-response Vehicles are not equipped with police warning lights and sirens

Technical Standard 1

shall mean the technical standard document titled 'Fleet Maintenance' with reference number and version FS-TS-2019-08-NC, that applies to all aspects of fleet Vehicle servicing, maintenance and repair

Technical Standard 2

shall mean the technical standard document titled 'Vehicle Condition' with reference number and release version FS-TS-2021-01-V1, that defines the minimum requirements for the condition of Vehicles including bodywork, driver influence damage, collision repair and unplanned end-of-life events

Vehicle

shall have the same meaning set out in the Performance Regime Schedule of this Agreement

2 Introduction

- 2.1 The Authority is committed to maintaining high H&S standards for its employees, visitors, members of the public, contractors and authorised Suppliers.

- 2.2 The Authority is ultimately responsible for ensuring all of the Vehicles within its fleet are safe, fit for purpose and available for use. Vehicles are therefore required to be maintained regularly to the standard of the Authority and in-line with the Technical Standard 1 (released to the Supplier prior to the Commencement Date).
- 2.3 Where the Authority contracts out the repair and maintenance of fleet Vehicles, the Supplier is contracted to deliver services that meet these requirements.
- 2.4 Vehicle repair may be undertaken at Authority Premises to optimise Vehicle availability and support convenience for officers.
- 2.5 This Schedule:
- 2.5.1 defines the requirements that Suppliers must adhere to when delivering repair and maintenance services to Authority Vehicles whilst on Authority Premises;
 - 2.5.2 is applicable to all Vehicles within the Authority's fleet (both Emergency Response and Non-Response), whether under the direct maintenance of the Authority, or authorised maintenance Suppliers, and includes Vehicles that are owned by the Authority and Vehicles that are not owned by the Authority (typically leased or hired), unless otherwise specified; and
 - 2.5.3 is related to all work undertaken by the Supplier on Authority Premises including, but not limited to, police stations, police offices and workshops.
- 2.7 The Authority will provide Suppliers with all the necessary information and instruction available to them, and ensure that effective communication, co-operation and co-ordination are maintained.
- 2.8 It is Authority policy that all works undertaken on Authority Premises will be assessed and conducted to avoid, reduce, or control all foreseeable risks to H&S to a reasonable level for all persons potentially affected including operatives, Authority employees, visitors and members of the public.
- 2.9 No permission or consent given by or on behalf of the Authority under this Schedule shall be construed so as to relieve the Supplier from its obligations under this Agreement, The Health and Safety at Work etc. Act 1974 or those imposed by statute.
- 2.10 Contravention of this document or H&S legislation will result in the suspension of a Supplier Personnel pending the outcome of an Authority led investigation. If in doubt about any aspect of safe working, the Supplier must contact the Authority Representative prior to commencing the performance of the Services, and not make any assumptions.

3 Supplier's obligations

General Requirements

- 3.1 The Supplier and any appointed Sub-contractor shall:
- 3.1.1 at all times comply with the H&S procedures and requirements detailed in this Schedule while working under this Agreement. These procedures and requirements are not exhaustive and do not prejudice the procedures and requirements of the Health and Safety at Work etc. Act 1974, nor any applicable regulations made under it;
 - 3.1.2 make available suitable and sufficient RAMS for the proposed work including safe systems of work, staffing levels and supervision methods;
 - 3.1.3 take measures to ensure the H&S of all Supplier Personnel, Authority employees, Sub-contractors, members of the public, and anyone else who may be affected by the performance of the Services undertaken by the Supplier;
 - 3.1.4 provide the Authority Representative with details of the Supplier's Personnel responsible for H&S;
 - 3.1.5 only employ persons with relevant skills, knowledge, training and experience to perform the Services, and adequately supervised (if required) at all times under this Agreement;
 - 3.1.6 adhere to Agreement terms and conditions;

- 3.1.7 produce, prior to the Commencement Date, satisfactory evidence of insurance cover in respect of its legal liabilities to the Authority, third parties and its own employees;
 - 3.1.8 fully co-operate with the Authority concerning any audits or inspections undertaken;
 - 3.1.9 ensure that appointed Sub-contractors are subject to regular monitoring and audit of H&S systems; and
 - 3.1.10 ensure that where work is performed on Authority Premises, the quality and durability of the work would be to the same level as if it were performed at a dedicated repair and maintenance facility, and always in accordance with Technical Standard 1 and Technical Standard 2 (released to the Supplier prior to the Commencement Date).
- 3.2 An Authorised Representative of the Supplier must sign the “**Acknowledgement of Receipt**” at Appendix 1 (Acknowledgement of Safety Rules for Authority Suppliers and Sub-contractors) to this Schedule prior to the Commencement Date.

Risk Assessment and Methodology Statements

- 3.3 The Supplier shall carry out detailed risk assessments for all activities that it intends to perform on the Authority’s Premises under this Agreement.
- 3.4 Each risk assessment shall be reviewed with the Authority at the Commencement Date prior to any work being carried out to coordinate H&S, and then at regular intervals (as determined by the Supplier’s quality manual and H&S procedures) to ensure they are always up to date.
- 3.5 As part of the review, and on behalf of the Supplier, the Authority will consult with Union and Police Federation representatives to ensure that the proposed working practices, H&S and welfare standards align with the wider working practices and standards of the Authority.
- 3.6 Formal RAMS shall be created and maintained by the Supplier, which will detail each work activity, the identified risk and the associated controls that will be implemented by the Supplier to minimise the risk.
- 3.7 It is expected that standardised RAMS will be produced for common tasks to be performed on the Authority’s Premises; however, the Supplier must check and amend these where required to make them site-specific, as dictated by the risk of activities and repair work to be undertaken.
- 3.8 The Supplier is responsible for implementing the mitigation strategies within its RAMS and ensuring its representatives are educated and suitably trained to perform work in accordance with them.
- 3.9 Any PPE, work or access equipment deemed necessary must be provided and maintained in line with legislation. The Supplier shall ensure suitable training is provided to its employees and Sub-contractors in the correct use of PPE and ensure that it is being worn and used correctly.

Incident Reporting and Emergency Arrangements

- 3.10 The Supplier shall appoint a suitable representative with responsibility for investigating accidents, incidents, near misses or other dangerous occurrences, which affect their employees, Sub-contractors or anyone else whilst working on Authority Premises.
- 3.11 All accidents, dangerous occurrences and near miss incidents must be reported to the Authority via a monthly H&S report.
- 3.12 All major incidents and fatalities must be notified to the Authority immediately.
- 3.13 The Supplier shall provide suitable and sufficient first aid facilities for all of its employees and Sub-contractors when working on Authority Premises, unless alternative arrangements are specifically agreed with the Authority.
- 3.14 Details of the fire evacuation procedure for each site can be found in the ‘Fire Logbook’ located on each Authority Premises. The Supplier must follow the instructions of the Authority security team and fire wardens at all times during and after an emergency evacuation.
- 3.15 The Supplier must not interfere with any fire doors and they must not obstruct any fire doors or fire escape routes with tools, equipment or vehicles.

4 General Working Practices**Arriving on Authority Premises**

- 4.1 Once a repair event has been authorised, the Supplier shall give notice of their anticipated arrival time at the Authority Premises to the driver, vehicle user or local fleet services representative.
- 4.2 Service support Vehicles may be parked in appropriate and approved areas only. Care must be taken to ensure that Vehicles do not block access to the Authority Premises, and that they do not block emergency exits.
- 4.3 Upon arrival and where applicable, the Supplier's Representative shall sign in at reception and report immediately to the Authority's Representative.
- 4.4 All representatives of the Supplier shall display an appropriate Supplier identification pass at all times.
- 4.5 Supplier representatives with approved NPPV2 and CTC clearance have unrestricted access to Authority Premises. Representatives without this clearance require escorting by the Authority at all times.
- 4.6 Access or attempted access to restricted areas without the correct clearance on Authority Premises is strictly prohibited.

Working Areas

- 4.7 The Supplier is responsible for ensuring that all work is carried out in a safe and controlled manner and that adequate provisions are taken to ensure the H&S of all persons performing work, and/or persons within the vicinity.
- 4.8 The Supplier shall comply with any local processes, operating procedures, regulations and restrictions that are in place at the time of work.
- 4.9 Prior to commencing the performance of the Services, the Supplier's Representative shall perform a local risk assessment of the Authority Premises and surrounding area to determine if the work can still be performed safely and in accordance with the RAMS for the intended work.
- 4.10 Where additional work is identified as being required to complete the repair and maintenance operation, a further risk assessment shall be performed to ensure compliance with the Supplier's RAMS.
- 4.11 If the Authority Premises do not facilitate delivery of the required work in a safe and efficient manner, the Supplier must not commence work and instead make alternative arrangements to perform the work at a designated repair and maintenance facility.
- 4.12 The Supplier shall take all appropriate steps to prevent damage to the Authority's Premises or injury to persons on site.
- 4.13 Articles and equipment must always be handled in a controlled manner and guard rails, barriers etc. erected where deemed necessary.
- 4.14 The disconnection of fire or other safety protection units (e.g., smoke/heat detection covers, disabling fire alarms etc.) is not permitted.

Welfare Facilities

- 4.15 As a general rule, where public access to the Authority's Premises is not permitted (typically police stations and police offices) and the Supplier's Representative does not hold the required clearance (as defined in paragraph 4.5 above), the same restrictions will apply to the Supplier's employees and Sub-contractors intending to perform work on Vehicles on the Authority's Premises.
- 4.16 Where the Supplier is permitted to use welfare facilities, they are provided on a privilege basis and must be left in a clean condition.
- 4.17 The Supplier has the ultimate responsibility for ensuring the welfare of its employees and Sub-contractors. Where required, this will include the provision of access to suitable washing and refreshment facilities on their vehicles.

Work Attire and Behaviour

- 4.18 When working on Authority Premises, the Supplier and any Sub-contractors must behave in a

considerate and responsible manner.

- 4.19 The use of foul and/or abusive language is prohibited.
- 4.20 The playing of music on personal devices and vehicle radios is prohibited.
- 4.21 The use of mobile phones and personal electronic equipment whilst undertaking a repair; where operation is likely to endanger the operative or others; where the situation or location dictates; or where doing so contravenes the requirements of the relevant security design standards as issued to the Supplier; is prohibited.
- 4.22 Appropriate work clothing and PPE must be worn in accordance with the Supplier's RAMS.

Alcohol, Drug and Smoking Policy

- 4.23 The use or possession of restricted drugs on Authority Premises, except those prescribed by a doctor, is expressly forbidden.
- 4.24 Operatives taking prescribed drugs must not operate any plant or machinery if their performance may be impaired (e.g., causes drowsiness).
- 4.25 Supplier Personnel are forbidden from consuming alcohol or drugs during working hours.
- 4.26 Any operative suspected of being under the influence of alcohol or drugs when arriving on site must not commence work.
- 4.27 The Authority operates a no-smoking policy within its buildings and premises; this includes electronic cigarettes and vaping devices.
- 4.28 Smoking on any Authority site is prohibited, except within clearly designated areas.
- 4.29 The Supplier is responsible for ensuring its staff comply with these requirements at all times.

5 Use of Equipment, Tools and Substances

Authority Equipment and Tools

- 5.1 The Supplier may not remove, adjust, alter or interfere with any equipment on the Authority's Premises.
- 5.2 The Supplier shall not use Authority plant or equipment including, without limitation, ladders, tools and vehicles not associated with the repair work.
- 5.3 The Supplier may not make use of consumer type utility connections (electricity, or water) that are not in direct proximity to the Vehicle being worked on. The use of extension cables, hoses or cords over walkways, roads or access routes is prohibited.
- 5.4 The idling of Vehicles on Authority Premises is prohibited, unless it is required to provide a power source for the operation of tools and equipment.
- 5.5 In such cases, idling shall be kept to a minimum.

Supplier Equipment and Tools

- 5.6 The Supplier shall ensure that all equipment and tools brought onto the Authority's Premises are suitable, fit for purpose and regularly maintained.
- 5.7 The Supplier is responsible for ensuring that their employees and/or Sub-contractors are trained in the correct use and that restricted equipment is used only by qualified personnel.
- 5.8 When equipment and tools are not in use, they must be stored safely and securely in the Supplier's vehicle.
- 5.9 Equipment and tools shall not be left unattended by the Supplier at any time.

Hazardous and Harmful Substances

- 5.10 The use of hazardous or harmful substances on Authority Premises is only permitted with a suitable COSHH risk assessment and corresponding MSDS, which shall be carried with each substance at all times.
- 5.11 Hazardous and harmful substances must be stored in appropriate containers in accordance with COSHH and only within the Supplier's vehicles that are designed and approved for such storage and transportation.
- 5.12 The Supplier is not permitted to store (or transport) hazardous or harmful substances into or

through the Authority's buildings.

- 5.13 The use of Authority facilities such as wash basins, sinks and drains for the cleaning of equipment (e.g., paintbrushes, containers etc.) or the disposal of chemicals is prohibited.
- 5.14 The Supplier is responsible for performing all appropriate risk assessments, maintaining up to date documentation and ensuring the correct safety and security practices are implemented at all times.
- 5.15 The Authority accepts no responsibility for the safety or security of such substances.

Flammable and Explosive Substances

- 5.16 The refuelling of Vehicles and the rectification of Vehicle mis-fuelling incidents is prohibited on Authority Premises with the exception detailed in paragraphs 6.4 to 6.6 below.
- 5.17 The use of other flammable and potentially explosive substances on Authority Premises, such as automotive fluids and cleaning agents is permitted only when accompanied with a RAMS and in accordance with DSEAR and HSG140.
- 5.18 Storage of flammable liquids shall be in accordance with HSG51 and only within the Supplier's dedicated vehicles.
- 5.19 Storage and/or transportation of flammable or explosive substances on and/or through Authority Premises and buildings is prohibited.
- 5.20 The Supplier is responsible for performing RAMS; maintaining up to date documentation; and ensuring the correct safety and security practices are followed at all times.
- 5.21 The Authority accepts no responsibility for the safety or security of flammable or explosive substances.

High Voltage Electrical Systems

- 5.22 Performing repair and maintenance work on HV electrical systems (typically found on hybrid and electric vehicles and fitted with components that operate at over 30 V (alternating current) or 60 V (direct current)) on the Authority's Premises is prohibited. Such work shall be performed at dedicated repair and maintenance facilities, with the exception detailed below.
- 5.23 Where there is a risk of a Vehicle with an un-safe HV electrical system on the Authority's Premises, the Supplier may, in accordance with their RAMS, and with suitably qualified personnel only, perform such remedial work that is required to make the system safe. Any further work to diagnose and rectify the issue shall only be performed at a dedicated repair and maintenance facility.
- 5.24 Such work shall only be performed where the risk of transporting an unsafe Vehicle is deemed greater than that of rectifying it on the Authority's Premises.
- 5.25 The Supplier shall always follow applicable legislation regarding Vehicle HV electrical system working practices and ensure that all staff and representatives are fully trained to do so.

Control of Dust, Fumes and Noise

- 5.26 All processes generating dust or fumes should be avoided. If alternative methods are not available, work shall be carried out using point-of-use dust and fume extraction units.
- 5.27 The Supplier shall take all steps to minimise noise to an acceptable level, in line with H&S legislation and guidance.

Waste

- 5.28 The Supplier must ensure that all waste generated through the repair and maintenance of Vehicles on the Authority's Premises is removed once the repair and maintenance activity has been completed.
- 5.29 This includes old components that have been removed, dust, shavings, and other debris.
- 5.30 Liquids and fluids shall be decanted into suitable containers and care taken to minimise spillage.
- 5.31 All spillages must be cleaned up promptly with suitable absorbents and/or dispersants.
- 5.32 Disposal or leakage of automotive fluids into drains, sinks, other Authority facilities or local waterways is prohibited.
- 5.33 All waste must be disposed of by the Supplier in a compliant and responsible way, reflecting

waste duty of care requirements, in accordance with regulations and without risk to the environment or human health.

6 Specific Work Activities

General Requirements

- 6.1 The Supplier is wholly responsible for determining the activities that can be performed on the Authority's Premises in a safe manner.
- 6.2 Guidance is provided below on a number of specific repair and maintenance activities.
- 6.3 Note that this guidance is not exhaustive and the Supplier shall determine what activities they may safely perform on Authority Premises based upon their RAMS.

Mis-Fuelling Rectification

- 6.4 The Authority maintains a number of bulk fuel sites across its network of premises that are used for the fuelling of Vehicles.
- 6.5 Where a Vehicle has been mis-fuelled at an Authority bulk fuel site, the Supplier may in accordance with its RAMS and with approval from the Authority's local site representative, perform rectification work on the Vehicle's fuel system directly on site.
- 6.6 The Supplier shall act in accordance with its RAMS, all local site regulations, and the general requirements within this document and specifically in paragraphs 5.16 to 5.21 above.

Fluid Changes

- 6.7 Engine oil, transmission fluid and brake fluid changes may only be performed where the risk of spillage is minimised.
- 6.8 Draining of fluids through a gravity fed process that risks spillage is prohibited, unless clear and adequate steps are taken to mitigate that risk.
- 6.9 Alternative processes such as the use of closed loop vacuum systems that better mitigate fluid spillage may be used.

Working at Height

- 6.10 Work requiring the use of cranes, MEWPs or scaffolding is prohibited.

Working Under Vehicles

- 6.11 Where a Supplier deems it safe and necessary to raise a Vehicle to perform repair and maintenance work, care shall be taken to ensure the safety of the worker and any persons within the vicinity.
- 6.12 A local risk assessment of the working area shall be performed to ensure it is flat, stable and suitable for Vehicle lifting.
- 6.13 Lifting equipment shall not be used where there is risk of damage to the ground surface.
- 6.14 Only one Vehicle corner may be lifted at any time. An appropriate mechanical locking device shall be used to ensure Vehicle safety, when raised.
- 6.15 A Vehicle shall not be left unattended when raised.
- 6.16 The Supplier shall ensure the use of safe and suitable equipment at all times.

7 Disciplinary Procedures

- 7.1 Poor performance and failure to comply with any contract requirements including this Schedule may result in breach of this Agreement.

8 Agreement with the Safety Rules for Authority Suppliers & Sub-contractors

- 8.1 The Supplier is to acknowledge and agree to comply with these rules by completion of **Appendix 1** (Acknowledgement of Safety Rules for Authority Suppliers and Sub-contractors) to this Schedule, which must be signed by an Authorised Representative of the Supplier prior to the Commencement Date.

Appendix 1

Acknowledgement of Safety Rules for Authority Suppliers and Sub-contractors

Acknowledgement of Receipt

We acknowledge receipt of this Safety Rules for Authority Suppliers and Sub-contractors document.

We agree to abide by the requirements contained in those procedures and precautions outlined within the document and bring them to the attention of our employees and sub- contractors.

It is understood that a failure to comply with these procedures and precautions may result in Supplier Personnel being instructed to leave site.

Signed:	
Print Name:	
Position:	
On behalf of (Company Name):	
Date:	

24. Security Schedule

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PART 1 – STANDARD SECURITY**1 Definitions**

Unless set out and defined in this Schedule, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

Authority Assets means documents, information, items and materials in any form (whether owned by the Authority or a third party), which are provided by the Authority to the Supplier in connection with the Services, any specially written material, the Authority infrastructure and any other data, software, assets, equipment or other property owned by the Authority and/or is or may be used in connection with the provision or receipt of the Services

Authority Data as defined in the Data Protection Schedule of the Agreement

Authority Security Requirements as set out in **Appendix 1** (including vetting) of this Schedule

Board as defined in the Governance Schedule of this Agreement

Breach(es) of Security of the occurrence of:

- (a) Data Breach (as defined in the Data Protection Schedule of the Agreement);
- (b) any unauthorised access to or use of the Services, the Authority Premises, the Authority Assets, the Supplier system, the Authority system (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information) used by the Authority and/or the Supplier in connection with this Agreement; and/or
- (c) any unauthorised access to or use of the Sites relating to or connected with the provision of the Services or goods;
- (d) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement,

in either case as may be more particularly set out in the security requirements in the Services Description Schedule of this Agreement and the Authority Security Requirements

Confidential Information all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party's representatives in connection with this Agreement, including but not limited to:

- (a) any Authority government security classified information;
- (b) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, Authority's, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (c) any Authority Data relating to the Authority including information developed by the parties in the course of carrying out this Agreement;
- (d) any Personal Data (as defined in the Data Protection Schedule of the Agreement);
- (e) any Sensitive Data (as defined below); and
- (f) any Commercially Sensitive Information

ISMS	means the information security management system as described in paragraph 4 in Part 1 – Standard Security below
ISMM	means the information security management meeting as described in paragraph 4 in Part 1 – Standard Security below
Risk Management Board or RMB	or equivalent board as set out in the Governance Schedule of this Agreement
Security Audits	the review, assessments and tests to validate the effectiveness of specific areas defined in a scope document outlining the areas of interest and to which the tests will be applied. Areas could include for example, the organisation of information security, the effectiveness of the governance over information security and information technology and delivery of It services, the ISMS and security of all relevant processes, systems, and assets, the effectiveness of information security controls and those information technology functions and processes important for security, and all measures, plans, patches to vulnerabilities and mitigations to Breaches of Security
Sensitive Data	for the purposes of this Schedule, is any data which the Authority considers to be sensitive and includes, without limitation: (a) information about officers and staff; (b) information about victims, witnesses, suspects; (c) anything that might compromise the Authority's operations; (d) anything that might compromise evidence or the Criminal Justice Process; (e) criminal intelligence; and (f) any information deemed 'sensitive' within the definition of sensitive personal information in the Data Protection Act 2018.

General

- 1.1 This Schedule sets out the security requirements of the Authority.
- 1.2 The Supplier shall ensure the discharge and performance of the Services is in accordance with Applicable Laws and this Agreement.
- 1.3 The Supplier shall in the performance of the Services and discharge of its duties as a minimum demonstrate Good Industry Practice, and complies with the Authority Security Requirements.
- 1.4 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems (this is also referred to as the "Security & Cyber Policy" in **Part 2 – Data and Cyber Security** of this Schedule). The Supplier shall notify the Authority of all material changes to such security policy and shall, within five (5) Working Days of the Authority's request, provide to the Authority a copy of such security policy. The Supplier shall provide such input and assistance as the Authority may reasonably require to enable the Authority to develop the Authority's security policies.
- 1.5 The Supplier shall use as a minimum Good Industry Practice in the design, development, transition into production and the operation of any system (to the extent that it is within the control of the Supplier) holding, transferring or processing Authority Data and any system (to the extent that it is within the control of the Supplier) that could directly or indirectly have an impact on that information, and shall ensure that Authority Data remains under the effective control of the Supplier at all times.
- 1.6 In providing the Services, the Supplier shall procure that its employees, agents and/or representatives shall (as may also be as identified and/or directed by the Authority):
 - 1.6.1 ensure that any computer systems, hardware and/or software that it or any of its employees, agents and/or representatives uses and/or supplies to the Authority are free from corrupt information, viruses, worms and any other computer programmes which might cause harm or disruption to the Supplier's and/or the Authority's computer systems; and

- 1.6.2 comply with all IT security measures such as back-up, virus checking procedures, etc, including, but not limited to, those relating to the use of personal computer systems, hardware and/or software by the Supplier's employees, agents and/or representatives.
- 1.7 The Supplier warrants that all hardware and/or software supplied by or on behalf of the Supplier or to which the Authority is granted access to in relation to this Agreement:
 - 1.7.1 have been obtained from a reputable and reliable software developer; and
 - 1.7.2 will comply with and function substantially in accordance with their related user documentation.
- 1.8 Notwithstanding clause 5 (Supplier warranties) of the Agreement, the Supplier shall grant to the Authority and its authorised agents, all reasonable access to the records (together with the right to make copies), and to its premises and Sites (and the Supplier hereby irrevocably licenses the Authority, its employees and agents to enter any such premises for such purpose), and to its staff and shall provide all purposes of carrying out an audit to ensure the Supplier's compliance with this Agreement including all activities, charges, performance and security measures in connection therewith.
- 1.9 The Authority and its agents shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier save insofar as the Supplier accepts and acknowledge that control over the conduct of audits carried out by the National Audit Office is outside the control of the Authority.
- 1.10 Where misconfigurations, weaknesses, breaches, failures, issues, vulnerabilities or other nonconformity or failure, affecting the security of the Services or its information assets, in the ISMS or the information technology processes, and technologies and services come to light, the Supplier will notify the Authority and undertake through the ISMS a root cause analysis. The results of the root cause analysis and recommendations and proposed preventive and corrective actions will be raised at the ISMM or directly with the Authority for progression and action.
- 1.11 The Authority and the Supplier acknowledge that information security risks are shared between the parties and that:
 - 1.11.1 a compromise of either the Supplier or the Authority's security provisions represents an unacceptable risk to the Authority requiring immediate communication and co-operation between the parties; and
 - 1.11.2 the Supplier shall notify the Authority as soon as reasonably possible upon becoming aware of any compromise of the Supplier or the Authority's security provisions.
- 1.12 The Supplier shall indemnify, keep indemnified and hold the Authority harmless against any and all losses, damages, costs, claims, proceedings, or expenses sustained or incurred directly or indirectly by the Authority as a result of the Supplier's breach of any of the security warranties set out in this Agreement.

2 Confidential Information

- 2.1 In order to ensure that no unauthorised person gains access to any Confidential Information, Authority Premises or Authority Assets obtained in the delivery of this Agreement the Supplier undertakes to maintain adequate security arrangements with all due skill, care and diligence and in accordance with Good Industry Practice.
- 2.2 The Supplier will notify the Authority in writing as soon as reasonably possible, of any breach or loss of Confidential Information in relation to this Agreement and will keep a record of all such breaches.
- 2.3 Where there is an actual or potential breach or loss of Confidential Information, the Supplier shall inform the Authority as soon as practical upon detection (and in any case within seventy-two (72) hours). The Authority shall be responsible for liaison with, and reporting to, the Information Commissioners Office if required.
- 2.4 Where the Breach of Security relates to the compromise of Confidential Information processed within an IT system, the Supplier will use its best endeavours to recover such Confidential Information however it may be recorded. The Supplier will also use its best endeavours to recover such Confidential Information where compromised, which is managed manually (i.e. 'paper-based' etc.).
- 2.5 Without prejudice to the agreed security incident management process to be set out in **Appendix 2** (Initial Security Management Plan) to this Schedule, upon becoming aware of any of the circumstances

referred to in this Schedule which are, or may result in, a breach or loss of Confidential Information, the Supplier shall as soon as reasonably possible activate its incident response team and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:

- 2.5.1 minimise the extent of actual or potential harm caused by any such breach or loss of Confidential Information;
 - 2.5.2 remedy such breach to the extent possible and protect the confidentiality, integrity and availability of the Supplier's systems any Authority Assets and Confidential Information processed to the extent within its control;
 - 2.5.3 activate and comply with the Business Continuity and Disaster Recovery Plan Schedule of this Agreement to minimise the impact to the delivery of any core Services to the Authority;
 - 2.5.4 supply any requested data to the Authority or to any Government or regulatory body on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise).
 - 2.5.5 apply a tested mitigation against any such loss or breach or attempted breach Confidential Information and, provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to deliver the Services so as to meet target performance levels (including KPIs), the Supplier shall be granted relief against any resultant under-performance for such period as the Authority, acting reasonably, may specify by written notice to the Supplier;
- 2.6 Subsequent to the initial breach notification issued by the Supplier to the Authority (in accordance with paragraph 2.3 above), as soon as reasonably practicable the Supplier shall:
- 2.6.1 provide to the Authority full details (using the defined reporting mechanism) of the breach or loss of Confidential Information or attempted breach, including a root cause analysis and any remedial action plans where required by the Authority; and
 - 2.6.2 apply organisational learning and awareness training to prevent a further breach of Confidential Information or attempted breach of Confidential Information in the future exploiting the same root cause failure.
- 2.7 The Supplier will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of Confidential Information.
- 2.8 The Supplier shall, at its own expense, alter any security systems' measures at any time whilst this Agreement is in force at the Authority's request if the Authority believes the Supplier has failed to comply with this paragraph 2 and such changes will be subject to the Change Control Procedure.

3 Risk Management

Processes

- 3.1 The Authority manages the security of its business activities through a process of risk management and this process defines the necessary security requirements.

The Supplier must:

- 3.1.1 bring to the attention of the Authority any developments (i.e. incidents) likely to give rise to risk to the business of the Authority as a result of the provision of Services;
- 3.1.2 ensure that they maintain the confidentiality, integrity and (where relevant) availability of any Authority Assets, Confidential Information and Authority Premises (i.e. information, equipment, premises, etc.), which forms part of the provision of Services to which the Supplier's representatives have access;
- 3.1.3 implement appropriate security and business continuity arrangements (as agreed with the Authority) in order to protect the Authority Assets and to guarantee service delivery schedules are met;
- 3.1.4 appoint a suitably qualified and experienced member of staff to the Board, who will have overall responsibility for security ("the **Designated Security Co-ordinator**" (or "**DSC**")). If the DSC assigned is not at Board level alternatively there must be a Board Member to whom representation of the Authority security implications relating to the provision of the

Services can be directed. The DSC shall be a member of the Supplier's Key Personnel and will be supported in his/her role by the appointment by the Supplier of a qualified and experienced security analyst;

- 3.1.5 The DSC must be able to demonstrate an appreciation of security and be able to promote/foster a good security culture where it relates to the management of this Agreement. Where deemed appropriate, the Authority may require that the individual (and any other relevant employees) to attend agreed security awareness training, which will be at the expense of the Supplier. Where the Supplier deems it relevant, the DSC may assign a single point of contact ("**SPOC**") for the responsibility of the day-to-day security management. However, the SPOC must report to the DSC;
- 3.1.6 ensure no asset relating to the provision/use of Services is disclosed to a third party without the prior written consent of the Authority;
- 3.1.7 advise the Authority as soon as reasonably possible of any potential and/or actual security incidents that may directly and/or indirectly affect the secure delivery of the provision of Services;
- 3.1.8 agree to their Sites, operations, policies, procedures and security arrangements used in connection with the delivery of the provision of Service, being subject to audit and inspection by the Authority and/or its representatives, at any time during the term of the Agreement with the Authority giving reasonable notice to do so;
- 3.1.9 where it is identified as a requirement, give Authority auditors appropriate access to systems which may have been used as part of the delivery of the provision of Services to enable them to carry out their audit responsibilities;
- 3.1.10 where there is a requirement for such access to be 'on-line', the Supplier shall work with the Authority to ensure it is able to implement an acceptable way of achieving this, and any such changes will be made in accordance with the Change Control Procedure;
- 3.1.11 ensure that no information is copied from an Authority computer system or Authority Asset into a Supplier's computer system without the prior written consent of the Authority; and
- 3.1.12 agree that the Supplier shall have no access to work orders or payment information once a work order has been successfully completed and payment received.

Risk Management Board

- 3.2 The RMB is described in the Governance Schedule of this Agreement and is the forum between the Supplier and the Authority whereby joint security governance and review of reporting and metrics is performed, communications from other technical working groups or related processes are reviewed, the ISMS and the ISMM is supported, and where risk treatment decisions are required or must be further escalated. Governance and review of the following is performed over:
 - 3.2.1 the security assurance of the Services;
 - 3.2.2 the effectiveness of the implementation of security requirements, security services and security solutions;
 - 3.2.3 the operation of security related information technology services and security;
 - 3.2.4 the key risks and high level threats facing the Services and its users, resources and data;
 - 3.2.5 the effectiveness of the operation of the ISMS;
 - 3.2.6 the effectiveness of the controls defined in the statement of applicability in the ISMS, the risk treatment plan ("**RTP**") (as referred to in **Appendix 2** (Initial Security Management Plan) to this Schedule) and all other technical and procedural controls;
 - 3.2.7 residual risk levels for the primary risks facing the Services;
 - 3.2.8 formulation and communication of risk appetite; and
 - 3.2.9 effectiveness of all other processes and activities which may affect the security and assurance of the Services.
- 3.3 The Supplier will convene, arrange and attend the RMB. The RMB is a primarily governance meeting to support the Authority strategy, to ensure the conformance and performance of information security,

and ensure the related documents, processes, activities, technology and people are effective in delivering and underpinning information security and organisational goals, and determine and coordinate appropriate underlying working groups.

- 3.4 The monthly RMB will agree any alteration of criticality level of vulnerabilities from the one provided initially by the vendor or set at initial discovery, will review the vulnerability list, will review the effectiveness of the discovery and identification process, review the prioritisation level of the vulnerabilities, will review the ownership of the risk and remediation responsibility if it is necessary, and will review the effectiveness and performance of the vulnerability management service on a monthly and annual basis, and will review the aggregate level of vulnerability risk outstanding and agree any priorities and manage any deficiencies or opportunities for improvement.

4 Compliance

Information Security Policy

- 4.1 The Supplier will maintain their own information security policy in accordance with and as required by this Schedule and/or the Authority ("**Information Security Policy**").
- 4.2 Within twenty (20) Working Days after the Commencement Date, the Supplier shall submit to the Authority for approval the Information Security Policy.
- 4.3 The Information Security Policy will outline at a strategic level the overall approach to security and assurance, the key security policy statements, and the key roles, artefacts and requirements in the governance and operation of information security processes and activities, as well as the framework and specification of the underlying standards to assure the confidentiality, integrity and availability of information and data and of the systems, services and processes which process or transmit that information and data.
- 4.4 The Supplier shall ensure the up-to-date maintenance of the Information Security Policy and shall notify the Authority of intent to change the Information Security Policy to be reviewed and approved at:
- 4.4.1 the ISMM in the case of standard or minor changes; or
- 4.4.2 the RMB in the event of significant changes.
- 4.5 The Supplier and Authority will provide reasonable input and assistance in updates to the Information Security Policy.
- 4.6 The Information Security Policy will as necessary name and reference the underlying standards and processes that support the implementation of the Information Security Policy, including the 'IT Operations Standard', the 'Access Control Policy' and the 'Acceptable Use Policy' for all staff employed and utilised on the account.
- 4.7 The Supplier will ensure the Services is compliant with the policies and standards of the Information Security Policy.
- 4.8 The Information Security Policy will be reviewed on an annual and joint basis to ensure the policies contained therein are relevant and appropriate and take into consideration lessons learned or alterations in the environment, threat landscape, risk profile or industry practice during the course of the preceding year.
- 4.9 Where any test, review, audit, investigation, root cause analysis or assessment has identified any actual or potential security or control failure, nonconformity or defect or poor performance the Supplier should determine whether the Information Security Policy, the underlying documents and processes it references and specifies require an update. The Supplier will notify the Authority of such recommended alterations for approval by the RMB.

Information Security Management System (ISMS)

- 4.10 The ISMS governance structure and processes shall be developed by the Supplier in accordance with the ISMS compliance described below as updated from time to time in accordance with this Schedule.
- 4.11 By the date specified in the Implementation Plan (as defined in the Implementation Plan and Testing Schedule of the Agreement) the Supplier shall develop and submit to the Authority for the Authority's approval an ISMS for the purposes of this Agreement. The Supplier shall continuously operate the ISMS in accordance with the processes described in ISO/IEC TS 33052/33072. The ISMS shall:

- 4.11.1 have been tested in accordance with the relevant external audit provisions set out in ISO/IEC 27001:2013;
- 4.11.2 have attained independent accredited certification of the ISMS by an Authority approved auditor within four (4) months from the Commencement Date;
- 4.11.3 maintain such accredited certification for the duration of the Agreement;
- 4.11.4 be compliant with Authority specified security, risk management and information assurance requirements and the requirements of this Schedule;
- 4.11.5 shall be a continuously operating series of processes, cadences and activities with defined inputs and products that performs effective management of security, threats, risk, measures, controls, vulnerabilities and nonconformities;
- 4.11.6 maintain an active approach to understanding the architecture and capability of the underlying infrastructure and services as operated by the Supplier and the effectiveness of achieving the security goals of minimising attack surface, understanding exposure to threats, understanding and effectiveness of applying controls and measures as specified in the RTP (as referred to in **Appendix 2** (Initial Security Management Plan Outline) to this Schedule) to the underlying systems and infrastructure;
- 4.11.7 continuously perform information security risk identification, evaluation and estimation, and facilitate the treatment of risk in the manner and standard specified in ISO/IEC 27005:2018 and ISO/IEC 27001:2017 and document the effectiveness of the overall risk management and risk remediation process;
- 4.11.8 provide quarterly performance evaluation of the ISMS in line with ISO/IEC TS 33052/33072:2016 and the processes described therein to the RMB; and
- 4.11.9 provide monthly performance metrics on the management of risks as aligned with ISO 27005:2018 and metrics on the operation and effectiveness of the non-conformance management and risk management processes of the ISMS as defined in ISO/IEC TS 33072 to the RMB.
- 4.12 The Supplier acknowledges that the Authority places great emphasis on the reliability of the Services and confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that it shall be responsible for the effective performance of the ISMS.
- 4.13 If the Supplier has sought but failed to achieve certification against the ISO 27001 Standard within four (4) months from the Commencement Date, then upon submitting sufficient evidence to the Authority of its bona fide certification attempt to the satisfaction of the Authority, the Authority shall decide whether to grant the Supplier an extension to achieve certification to within six (6) months from the Commencement Date.
- 4.14 The Supplier will notify the Authority in writing as soon as reasonably possible in the event that certification against the ISO 27001 standard has expired, been lost or cannot be attained.
- 4.15 The Supplier will on a quarterly basis employ a verification process to identify any non-compliance, or performance of the controls defined in the RTP (as referred to in **Appendix 2** (Initial Security Management Plan Outline) to this Schedule) as measures for the risks to less than the quality or performance standard expected or defined and supply the Authority with a compliance verification report and if necessary adjustment of the status of the risks related to any deficient controls.
- 4.16 In the event that certification has expired or is not achieved, the Supplier will, at no additional cost to the Authority, ensure action is taken to regain or achieve certification (as appropriate) as soon as practicable and a report must be promptly submitted to the Authority explaining the loss or unsuccessful attainment of the certification, the specific processes, controls and requirements of the ISO 27001 standard which were not attained or were not conformant and attest as to whether such nonattainment or loss of certification will place the Authority at any risk or reduce the effectiveness of the management of security. The Supplier shall as soon as reasonably possible comply with any related request(s) from the Authority.
- 4.17 The ISMS shall:
 - 4.17.1 unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the

Sites, the Supplier system, the Authority system (to the extent that it is under the control of the Supplier) and any IT, information and data (including the Authority Confidential Information and the Authority Data) to the extent used by the Authority or the Supplier in connection with this Agreement;

- 4.17.2 meet the relevant standards in ISO/IEC 27001:2013 and ISO/IEC 27002:2013;
- 4.17.3 operate its underlying processes and outputs in accordance with ISO/IEC TS 33052/33072;
- 4.17.4 ensures information security risks and issues are managed, documented, summarised and communicated in a defined and ongoing manner;
- 4.17.5 at all times provide a level of security which:
 - (a) complies with the security requirements as set out in the Services Description Schedule of this Agreement;
 - (b) complies with the Authority's IT policies;
 - (c) supports and ensures the application of Good Industry Practice and sound information security principles to the Service and its components by design;
 - (d) complies with all National Policing Policy and Standards relevant to security;
- 4.17.6 provide the Authority with written copies of the security incident management processes and incident response plans;
- 4.17.7 be accepted and endorsed by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the Digital Policing Operational Security Manager (IOSM), Chief Information Officer, Chief Technical Officer or Chief Financial Officer (or equivalent as notified by the Authority); and
- 4.17.8 be certified by an independent certification organisation accredited by the United Kingdom Accreditation Service (UKAS).

Activation of the ISMS

- 4.18 If the ISMS submitted to the Authority pursuant to this Schedule is approved by the Authority, it shall be adopted by the Supplier as soon as reasonably possible and thereafter operated and maintained in accordance with this Schedule.
- 4.19 If the ISMS is not approved by the Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for the Authority's approval.
- 4.20 The parties shall use all reasonable endeavours to ensure that the approval process completes as soon as practically possible but no longer than fifteen (15) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Authority.
- 4.21 If the Authority does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.22 Approval by the Authority of the ISMS or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

ISMS compliance

- 4.23 The Authority shall be entitled to carry out such Security Audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC 27001:2013, and the operation and performance of the ISMS processes as described in ISO/IEC TS 33052 and 33072 and any other security requirements set out in the Agreement or specified in the Authority Security Requirements.
- 4.24 If, on the basis of evidence provided by such audits, it is the Authority's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001:2013, conformant and effective operation of the ISMS processes as described in ISO/IEC TS 33052/33072, any other specific security requirements set out in the Agreement and/or the Authority Security Requirements and/or the Security Aspects Letter (as set out in **Appendix 3** (Security Aspects Letter) to this Schedule) is not being achieved by the Supplier, then the Authority shall notify the Supplier of the same and specify to the Supplier a timeframe (having regard to the extent and criticality of any non-compliance and any other

relevant circumstances/requirements of the Authority) to implement any necessary remedy at the Supplier's own cost.

- 4.25 If the Supplier does not become compliant within the required time then the Authority shall have the right to obtain an independent audit against these standards and areas in which the noncompliance or non-performance was found, in whole or in part.
- 4.26 If, as a result of any such audit the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001:2013, non-performance of the ISMS processes described in ISO/IEC 33052/33072, the specific security requirements set out in the Services Description Schedule of this Agreement, the Authority Security Requirements and/or the Security Aspects Letter then the Supplier shall, at its own expense, undertake all actions required in order to achieve the necessary compliance and performance and shall reimburse the Authority in full all costs incurred by the Authority in obtaining such audit.

Security Management Plan

- 4.27 The Supplier will create, maintain and adhere to a security management plan in accordance with and as required by this Schedule ("**Security Management Plan**").
- 4.28 Within twenty (20) Working Days after the Commencement Date, the Supplier shall prepare and submit to the Authority for approval a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of this Schedule.
- 4.29 The Security Management Plan shall:
- 4.29.1 be based on the Initial Security Management Plan Outline set out in **Appendix 2** to this Schedule;
 - 4.29.2 comply with the Authority Security Requirements;
 - 4.29.3 identify the policies, procedures, governance structure, compliance reporting and necessary delegated organisational roles (including security breach incident response team and any external advisors who are contracted to be part of such team) and qualifications defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 4.29.4 detail the process for assessing, mitigating and managing any security risks from Sub-contractors and third parties authorised by the Authority with access to the Services and/or any processes associated with the delivery of the Services, including:
 - (a) the Authority Premises;
 - (b) the Supplier system, the Authority system and Authority Assets (to extent that it is under the control of the Supplier); and
 - (c) any IT, information and data (including the Confidential Information) and any system that could directly or indirectly have an impact on that information, data and/or the Services
 ((a)-(c) together to be referred to as the "**ICT Environment**");
 - 4.29.5 unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the ICT Environment to the extent used by the Authority or the Supplier in connection with this Agreement or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
 - 4.29.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule;
 - 4.29.7 detail the cadences, processes, cycles, meetings, tests and audits and other means of the active security management that will ensure compliance, management of risk to within defined appetite and risk treatment measures are managed;
 - 4.29.8 set out the roles and responsibilities in a RASCI format for all elements of security governance, management, risk, compliance and control operation;

- 4.29.9 set out the plans for transiting all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the ISMS at the date set out in the Implementation Plan and Testing Schedule of this Agreement for the Supplier to meet the full obligations of the security requirements set out in the Services Description Schedule of this Agreement, and this Schedule;
- 4.29.10 set out the scope of the Authority system that is under the control of the Supplier;
- 4.29.11 set out the Supplier's plans for employee training and address the plan for general awareness training for all employees; focussed training for "at risk" employees and serious data breach / incident response training for Supplier executives and team members who would respond in the event of a serious data incident;
- 4.29.12 be structured in accordance with ISO/IEC 27001:2013 and ISO/IEC 27002:2013, cross-referencing if necessary to other Schedules which cover specific areas included within those standards;
- 4.29.13 set out a security audit plan which provides a timetable for a security audit including but not limited to IT health checks and network penetration tests to be carried out annually by the Supplier ("**Security Audit Plan**"); and
- 4.29.14 be written in plain English language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the Services and shall reference only documents which are in the possession of the parties or whose location is otherwise specified in this Schedule and include a glossary of any technical terms used.

Activation of the Security Management Plan

- 4.30 If the Security Management Plan submitted to the Authority is approved by the Authority, it shall be adopted by the Supplier as soon as reasonably possible and thereafter operated and maintained in accordance with this Schedule.
- 4.31 If the Security Management Plan is not approved by the Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit it to the Authority for approval.
- 4.32 The parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Authority.
- 4.33 If the Authority does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure of the Agreement.
- 4.34 Approval by the Authority of the Security Management Plan or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

Information Security Management Meeting (ISMM)

- 4.35 As well as any other cadences and meetings to operate the ISMS, the ISMS will convene and arrange a monthly meeting – referred to as the ISMM. The ISMM is to be chaired by the DSC or their qualified deputy and attended by the key stakeholders within the Supplier responsible for the delivery and architecture of the Service. The ISMM will be attended by relevant stakeholders from the Authority to support the activities and responsibilities of the ISMM. The terms of reference for the ISMM will be created by the Supplier and first submitted to the Authority for approval two (2) months prior to the commencement of the Services and to be fully approved no later than commencement of the Services. Terms of reference to comply with requirements and comments provided by the Authority.
- 4.36 The ISMM will operate based on defined inputs and outputs, with a focus on ensuring the Information Security risk management process, the other underlying processes of the ISMS as defined in ISO/IEC TS 33052/33072 and the controls and measures as defined in the statement of applicability in the ISMS and in the Risk Register and RTP (both as referred to in **Appendix 2** (Initial Security Management Plan Outline) to this Schedule) bring risk to within line of defined risk appetite and continue to operate effectively and to ensure risks and the likelihood and potential impact of risks are qualified and quantified.
- 4.37 The ISMM will act as the point for formulation of the Risk Register and the proposal and definition of risk treatment options. Where risks can be formally treated (accepted, remediated, mitigated,

transferred or avoided) based on cost of impact or treatment, it will do so, where the level of risk or treatment is greater than that for which the ISMM is authorised as defined in the terms of reference and RTP, the risk will be escalated to the RMB for review and treatment.

- 4.38 The ISMM will ensure that all risk and risk scenarios as well as individual risks and issues are appropriately summarised, as well as the performance of the ISMS in managing and remediating the risks, issues, non-conformances and root causes, and such performance summaries and metrics are reviewed at the RMB.

5 Amendment and revisions to the Information Security Policy, ISMS and Security Management Plan

- 5.1 The Information Security Policy, ISMS and Security Management Plan shall be fully reviewed by the Supplier at least annually in relation to:

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the ICT Environment (impacting delivery of the Services by the Supplier including any security aspects thereof), the Services and/or associated processes;
- 5.1.3 any new perceived or changed security threats; and
- 5.1.4 change in requirement requested by the Authority.

- 5.2 The Supplier shall provide the Authority with written confirmation that an annual review has been conducted, the results of such review as a document as soon as reasonably practicable after completion and any amendments required and the timeline for doing so. The results of the review shall include a schedule for the review of all standing documents which underpin or are referenced by the Information Security Policy, ISMS and Security Management Plan, and a review of all relevant security documents, policies and procedures;

- 5.2.1 suggested improvements to the effectiveness of the Information Security Policy and the ISMS;
- 5.2.2 updates to the risk assessments, the residual risk scores and levels;
- 5.2.3 proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security; and
- 5.2.4 suggested improvements in measuring the effectiveness of controls.

- 5.3 Any change which the Supplier proposes to make to the Information Security Policy, ISMS and/or Security Management Plan pursuant to paragraph 4 above, an Authority request, a change to the Services Description Schedule of this Agreement or otherwise shall be subject to the Change Control Procedure set out in the Agreement, and shall not be implemented until approved in writing by the Authority.

- 5.4 The Authority may, where it is reasonable to do so, approve and require changes or amendments to the Information Security Policy, ISMS or Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Agreement.

6 Breach of Security

- 6.1 Either party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or concerted attempted Breach of Security.
- 6.2 Without prejudice to the security incident management process, and the requirement for breach or attempted breach of Confidential Information as set out in paragraph 2 above) upon becoming aware of any of the circumstances referred to in this Schedule which are, or may result in, a Breach of Security, the Supplier shall:

- 6.2.1 as soon as reasonably practicable provide to the Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.
- 6.2.2 as soon as reasonably possible activate its incident response team and take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security to the extent possible and protect the confidentiality, integrity and availability of the Supplier's IT environment, Sites, Authority Assets, Authority Premises and Authority Data to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security;
 - (d) activate and comply with the Business Continuity and Disaster Recovery Plan Schedule of this Agreement to minimise the impact to the delivery of any core Services to the Authority;
 - (e) supply any requested data to the Authority and/or to any Government or regulatory body and/or the Computer Emergency Response Team for UK Government ("**GovCertUK**") on the Authority's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - (f) prevent a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure – including apply organisational learning and awareness training.
- 6.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Authority Security Requirements or other security requirements (such as those set out in Services Description Schedule of this Agreement) or the requirements of this Security Schedule, then any required change to the ISMS shall be at no cost to the Authority.
- 6.4 Subsequent to the initial breach notification, as soon as reasonably practicable the Supplier shall provide to the Authority full details (using the defined reporting mechanism of the Breach of Security or attempted Breach of Security), including a root cause analysis and any remedial action plans where required by the Authority.
- 6.5 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance with the Authority Security Requirements or the security requirements of this Schedule, then any required change in order to comply and/or as requested by the Authority to the Supplier's processes shall be at no cost to the Authority.
- 6.6 Where any part of the Services are Sub-contracted, the Supplier shall ensure these same security clauses (as set out in this Schedule) apply to those Sub-contracts and are complied with by all of the Supplier's Sub-contractors.
- 7 Vulnerabilities and corrective action**
- 7.1 The Authority and the Supplier acknowledge that personnel, procedural, physical, and ICT vulnerabilities, including application software, operating software, firmware, system configuration and application configuration vulnerabilities may place the Authority Data and Services at risk.
- 7.2 The Supplier shall continuously and actively identify, assess, manage and mitigate the risks posed by personnel, procedural, physical and ICT vulnerabilities in the delivery, support and coordination of the Services.
- 7.3 The Supplier shall ensure its vulnerability management policy is consistent with Good Industry Practice and with the Security Management Plan.
- 7.4 The Supplier will document a vulnerability and patch plan, and its underlying and supporting standards, procedures and processes to include activities such as asset discovery, vulnerability scanning, vulnerability identification, vulnerability criticality level evaluation, vulnerability management & coordination, vulnerability remediation and vulnerability remediation performance monitoring ("**Vulnerability and Patch Plan**").

- 7.5 The Vulnerability and Patch Plan will describe the overall cycle of patch and vulnerability management including the cadences, roles, procedures, stages, methods and activities, the risk and threat considerations as well as the inputs and outputs and deliverables involved in the process. The Vulnerability and Patch Plan will include a RASCI table outlining the relevant responsibilities and accountabilities of the different roles and teams. The Vulnerability and Patch Plan will align with existing standards and industry approaches including ITIL/ISO 20000:2018, SCAP, CIS Critical Security Controls and ISO/IEC 27001/2.
- 7.6 The Supplier shall implement a mechanism and capability for receiving, analysing and acting upon threat information supplied by the National Cyber Security Centre at the following link: <https://www.ncsc.gov.uk> or other equivalent competent Central Government Body.
- 7.7 The Supplier shall identify and subsequently as soon as reasonably possible inform the Authority of any new vulnerability or vulnerability exploitation technique that either has the potential to present a higher than normal threat or higher than Important rating, or an Important vulnerability for which there is as yet no patch or remediation.
- 7.8 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales specified set out in paragraph 7.18 below, the Supplier shall as soon as reasonably possible notify the Authority.
- 7.9 The Supplier shall operate the management and remediation of vulnerabilities in accordance with the change management system and processes.
- 7.10 The Supplier shall provide an ICT vulnerability management plan which is a list of all software, hardware, firmware and configuration vulnerabilities providing key details of each vulnerability and vulnerability instance indicating the timeline and method of remediation ("**ICT Vulnerability Management Plan**"), to be used as input into the RMB for review.
- 7.11 The Supplier will join and contribute to a monthly RMB. The RMB will be convened at the time of the month as soon as is regularly possible after the monthly patch and vulnerability notification by the main ICT vendors and based upon the availability of the ICT Vulnerability Management Plan.
- 7.12 Vulnerability scanning will be performed on a weekly basis for internal networks, assets and services.
- 7.13 Vulnerability scanning will be performed on a nightly basis for external facing networks, assets and services.
- 7.14 Upon discovery or identification of vulnerabilities which could be classed as critical, the Supplier must as soon as reasonably possible notify the Authority and request that an extraordinary RMB can be convened in order to agree the criticality level, remediation targets and outcomes.
- 7.15 The severity of vulnerabilities for any software used in the delivery of the Service shall be categorised by the Supplier as 'Critical', 'Important' and 'Other', aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and deriving criticality levels from the appropriate vulnerability scoring systems including:
- 7.15.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST (<https://nvd.nist.gov/vuln-metrics/cvss>);
 - 7.15.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 7.16 The Supplier will provide at request evidence to the Authority of the effectiveness of the vulnerability remediation toolsets and processes through biannual tests, reports or statements.
- 7.17 The Supplier shall continuously remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier solution and, to the extent that the ICT Environment is within the control of the Supplier, the ICT Environment);
- 7.18 The Supplier shall resolve vulnerabilities in line with the severity of the risk and criticality of the vulnerability, such that vulnerabilities categorised as 'Critical' must be resolved within fourteen (14) days of release, 'Important' within fourteen (14) Working Days of release and all 'Other' within thirty (30) Working Days, in line with Cyber Essentials PLUS, except where and by agreement:
- 7.18.1 the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS; or

- 7.18.2 the Authority agrees that the application of the patch, remediation or reconfiguration would materially adversely impact the Service or is prevented from being applied to due a software compatibility. In either case a deferral for the remediation may be agreed by the Authority until the compatibility or potential for impact is resolved or a workaround is possible.
- 7.19 The Supplier shall within ten (10) Working Days of the release of the latest version of any Software used in the delivery of the Service provide to the Authority written notice setting out:
- 7.19.1 details of the upgrade and the anticipated impact – including if the Supplier reasonably considers that an upgrade of any software used in the delivery of the Service, or is likely to, result in:
- (a) any increases exposure to threats, vulnerabilities or exploitation techniques;
 - (b) preventing an application from operating in accordance required functionality; and/or
 - (c) any other adverse impact on the ICT Environment or delivery of the Services;
- 7.19.2 the likely consequences if the upgrade is not implemented; and
- 7.19.3 whether the Supplier recommends that the upgrade is implemented.
- 7.20 Within ten (10) Working Days of receiving the notice referred to in paragraph 7.19 above, the Authority shall notify the Supplier in writing whether it approves or rejects the Supplier's recommendation.
- 7.21 Where the Supplier recommends that the upgrade is implemented and the Authority accepts this recommendation or where the Authority rejects a recommendation not to upgrade, the Supplier shall within twenty (20) Working Days of receiving the Authority's notice deliver to the Authority for its approval a draft plan describing how the Supplier proposes to implement the upgrade to avoid or mitigate any of the adverse impacts.
- 7.22 Following receipt of the plan pursuant to paragraph 7.20 above, the Authority shall notify the Supplier in writing whether it approves or rejects the draft plan.
- 7.23 If the Authority rejects the draft plan:
- 7.23.1 the Authority shall inform the Supplier in writing of the reasons for its rejection; and
- 7.23.2 the Supplier shall then revise the draft plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft plan to the Authority for the Authority's approval within ten (10) Working Days of the date of the Authority's notice of rejection. The provisions of paragraph 7.22 and this paragraph 7.23 shall apply again to any resubmitted draft plan.
- 7.24 If the Authority approves the draft plan, the Supplier shall implement the upgrade in accordance with the plan as approved within the timescale set out in the plan. The Supplier shall ensure that all software used in the delivery of the Service are the currently supported versions of that software, unless otherwise approved by the Authority under this paragraph 7.
- 7.25 A failure to comply with this paragraph 7 shall constitute a notifiable Default (and clause 31 (Rectification Plan Process) of the Agreement shall apply).

8 Security Audit Testing

- 8.1 The Supplier shall conduct Security Audits in accordance with the Security Audit Plan at least annually across the scope of the ISMS and additionally after significant architectural changes to the ICT Environment or after any change or amendment to the ISMS, (including security incident management processes and incident response plans) or the Security Management Plan.
- 8.2 The Supplier shall design and implement Security Audits, so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Audits shall be agreed in advance with the Authority – and no Security Audits shall affect the Supplier's obligation to meet the Target KPIs.
- 8.3 The Supplier will perform either an annual penetration test or following a breach of its IT system carried out by an approved independent CESG CHECK party, the scope of which will be approved in advanced with the Authority and which will last for no less than five (5) calendar days and involve no less than a team of three (3) tester resources.

- 8.4 The Authority shall be entitled to send a representative to witness the conduct of the Security Audits and tests. The Security Audit tests and the penetration tests shall be designed and implemented by the Supplier and agreed and scheduled with the Authority so as to minimise the impact on the delivery of the Services.
- 8.5 The Supplier shall provide the Authority with the results of such Security Audit/test (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Audit/test.
- 8.6 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Agreement, the Authority and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out its own security audit and tests (including penetration and other ethical hacking testing) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Authority may notify the Supplier of the results of such tests after completion of each such test.
- 8.7 Where any Security Audit carried out reveals any actual or potential Breach of Security or weaknesses (including unremediated general vulnerabilities, consistently unremediated ICT vulnerabilities, misconfigurations or incorrect build and practice approaches), the Supplier shall:
- 8.7.1 cause the ISMS to undertake a root cause analysis;
 - 8.7.2 promptly notify the Authority of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness;
 - 8.7.3 subject to the Authority's prior written approval, implement such changes to the ISMS, the Security Management Plan and the Information Security Policy and to the Risk Register and RTP (both as referred to in **Appendix 2** (Initial Security Management Plan Outline) to this Schedule), and repeat the relevant Security Audits in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible; and
 - 8.7.4 for the avoidance of doubt, where such changes are to address a non-compliance with the Authority Security Requirements or other security requirements (such as those set out in Services Description Schedule of this Agreement) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Authority.
- 8.8 If any repeat Security Audit carried out pursuant to this paragraph 8 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default (and clause 31 (Rectification Plan Process) of the Agreement shall apply).

9 Statutory compliance

- 9.1 In addition to any other requirements in this Agreement and/or as outlined within other associated documentation (e.g. the statement of requirements document, etc.), the Supplier must comply with Applicable Law – in particular the provisions of (but not limited to) the:
- 9.1.1 Computer Misuse Act 1990;
 - 9.1.2 Copyright, Designs and Patents Act 1988;
 - 9.1.3 Data Protection Act 2018;
 - 9.1.4 The Serious Crime Act 2015;
 - 9.1.5 The Police and Justice Act 2006;
 - 9.1.6 Freedom of Information Act 2000; and
 - 9.1.7 Official Secrets Act 1911 - 1989.

10 Miscellaneous

- 10.1 The references to standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 10.2 In the event that the Supplier becomes aware of any inconsistency in the provisions of the terms, standards, guidance and policies set out or referred to in this Schedule, the Supplier shall as soon as reasonably possible notify the Authority Representative of such inconsistency and the Authority

Representative shall, as soon as practicable, determine and notify the Supplier which provisions Supplier shall comply with.

PART 2 – DATA AND CYBER SECURITY**1 Data Protection General**

- 1.1 As referred to in the Data Protection Schedule to this Agreement, the Supplier shall implement (and assist the Authority to implement) appropriate technical and organisational measures (to be referred to as “**TOMs**”). The Supplier shall ensure that all Sub-contractors comply with the TOMs.
- 1.2 Before the Commencement Date, the Supplier shall provide the Authority with copies of its physical security and data security policies (together the “**Security & Cyber Policy**”) for review, which shall contain an analysis of the processing to be undertaken and a discussion of the appropriate TOMs conducted in accordance with Article 32 GDPR.
- 1.3 Where the Authority reasonably considers that the Security & Cyber Policy does not meet industry standards taking into account their application for the Authority, it may notify the Supplier to make such required and reasonable changes to the Security and Cyber policy.
- 1.4 With respect to implementing TOMs to secure processing the Security & Cyber Policy, the Supplier shall consider the following and implement, without limitation, as required:
 - 1.4.1 the pseudonymisation and encryption of personal data;
 - 1.4.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 1.4.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - 1.4.4 a process for regularly testing, assessing and evaluating the effectiveness of TOMs for ensuring the security of the processing;
 - 1.4.5 a security and cyber awareness training programme;
 - 1.4.6 controls in place to detect any security incident;
 - 1.4.7 details of vetting procedures on all personnel who have access to the data;
 - 1.4.8 procedures to be followed in the event of a breach of the Security & Cyber Policy;
 - 1.4.9 a security incident management plan;
 - 1.4.10 a disaster recovery and business continuity plan;
 - 1.4.11 notification protocols for notice to the Authority of any incidents;
 - 1.4.12 encryption controls for protecting the data, in line with its security classification, when being stored processed or transported;
 - 1.4.13 physical and logical access controls;
 - 1.4.14 safeguards for systems to prevent and protect from vulnerabilities and malware;
 - 1.4.15 anti-virus software, other security and cyber software controls (such as firewalls, anti-malware, intrusion detection);
 - 1.4.16 a table-top data security incident rehearsal plan including any third parties necessary that could be anticipated to participate in such rehearsal;
 - 1.4.17 regular security and cyber penetration testing policy;
 - 1.4.18 a programme and controls for testing and applying all software and hardware upgrades recommended by the publisher/manufacturer for security; and
 - 1.4.19 software and system development and testing controls designed to ensure security.
- 1.5 Prior to the commencement of any processing of Authority Data, the Supplier shall provide the Authority with a certificate confirming that it has considered and implemented appropriate all of the TOMs to ensure the security of the processing conducted and has implemented the Security & Cyber Policy. The Supplier shall provide the Authority with proof of its ongoing maintenance of such certifications annually or on request.
- 1.6 The Supplier shall ensure that all of its Sub-contractors, employees, directors and consultants or any third party with any access to the data processed hereunder shall execute a confidentiality agreement

protecting the confidentiality of the data processed and containing an agreement not to access or process any data unless specifically instructed and authorised by the Authority to do so.

1.7 The Supplier's DSC shall be primarily responsible for the implementation and compliance with the Security & Cyber Policy and the DSC shall be available to the Authority for the evaluation of the Security & Cyber Policy and the resolution of any issues identified thereunder.

1.8 The Supplier undertakes to review its Security & Cyber Policy on a regular basis to ensure it remains fit for purpose and provide the Authority with the most recent version on amendment.

2 Cyber Security

2.1 For the avoidance of doubt, the Supplier must hold ISO 27001 and Cyber Essentials PLUS Certification. Sub-processors should achieve a minimum of Cyber Essentials Certification and achieve Cyber Essentials PLUS Certification no later than twelve (12) months after the Commencement Date or the Commencement Date, whichever is the sooner. The parties note that the Authority would prefer that all Sub-processors / **supply chain**, achieve ISO 27001 Certification or can evidence similar, appropriate controls aligned to ISO 27001 Certification as verified by the Supplier.

PART 3 – PERSONNEL AND ESTATE SECURITY**1 Personnel and Estate Security****1.1 The Supplier must:**

- 1.1.1 ensure all persons requiring access to any assets for the provision of Services are authorised to do so by the DSC following consultation (where relevant) with the Authority Representative. The Supplier must keep records of all persons (including agents and/or sub-suppliers) who have been authorised;
- 1.1.2 ensure in line with Good Industry Practice, that all persons engaged on any part of the provision of Services are subjected to employment checks, which are regularly reviewed;
- 1.1.3 ensure that the DSC and any appointed SPOC ensure that they and all personnel involved in the delivery of the Supplier's service will be formally security cleared by the Authority prior to any access being granted to the Authority Assets, the Authority Premises and otherwise engaged on any aspect of this Agreement. The minimum level of security clearance that is required to access the Authority Premises and have access to Authority Data and information assets is:
- 1.1.4 A National Security Vetting clearance at Counter Terrorism Check (CTC level) and a Non-Police Personnel Vetting (NPPV) clearance at Level Two (2).
- 1.1.5 where the Agreement specification, as defined by the Authority, requires enhanced levels of security clearance beyond the default in paragraph 1.8.3 above these will be;
- 1.1.6 a National Security Vetting clearance at Security Check (SC) level and a Non-Police Personnel Vetting (NPPV) clearance at Level Three (3); and/or
- 1.1.7 a National Security Vetting clearance at Developed Vetting (DV) level and a Non-Police Personnel Vetting (NPPV) clearance at Level Three (3);
- 1.1.8 ensure that the DSC ensures that all security clearance applications (whether issued on application forms or via Authority vetting application portals or otherwise) are provided to the Authority free of errors and omissions as far as is reasonably practicable and that they are provided within the timescales as advised by the Authority. The Authority will return security clearance applications to the DSC where the information provided by the DSC is incomplete, incorrect or where supporting documentary evidence does not meet the requirements as notified to the Supplier and DSC by the Authority;
- 1.1.9 ensure that the DSC maintains an auditable security clearance record of all persons (including agents, sub-suppliers and/or individual contractor) under this Agreement in a format as provided by the Authority. The DSC will provide this information to the Authority on a monthly basis in accordance with the Governance Schedule to this Agreement and for the Term of this Agreement. This record will include all Supplier Personnel, employed under this Agreement by the Supplier;
- 1.1.10 ensure that the DSC will ensure that the personal circumstances of the employees, agents and sub-suppliers employed by the Supplier are subject to system and processes which will identify and then as soon as reasonably possible report to the Authority any significant changes in the circumstances of individuals, where such a change may affect the ongoing provision of security clearance e.g. change of name, marriage, divorce, financial difficulties, arrest by enforcement authorities of themselves or close relatives, etc. A decision on whether to suspend or revoke the individual's security clearance will be made by the Authority, with the DSC duly informed thereafter;
- 1.1.11 ensure that the Authority are notified as soon as reasonably possible by the DSC of any Supplier Personnel who stops working on the Services at any time to ensure that security clearance is cancelled or where the individual's role has changed requiring the Authority to review the vetting status of the individual;
- 1.1.12 ensure retrieval of cards;
- 1.1.13 ensure that only those Supplier Personnel directly engaged on the delivery of the Services are selected by the DSC for the security clearance process by the Authority and that over-vetting, as determined by the Authority, does not occur;

- 1.1.14 remove any persons without delay from working on or in relation to the Services, if in the opinion of the Authority, any persons/Supplier representative engaged in the provision of the Services has misconducted themselves, or if it is not in the public interest for such persons to be employed or engaged by the Supplier on any part of the provision of the Services;
- 1.1.15 as soon as reasonably possible remove all access rights, and actual access, granted to such persons if the Authority chooses to suspend or terminate authorisation for specific member(s) of the Supplier Personnel to access Authority Data Assets and provide prompt confirmation of the same to the Authority;
- 1.1.16 ensure sufficient persons, who are adequately trained, are appropriately certified and security cleared to the correct level by the Authority for their respective roles, are available at all times to ensure the resilience of the Service and ensure that the use of Authority identity and access passes with visitor escorting rights are not required to facilitate and support contract activities save for where specifically authorised by the Authority in accordance with the remainder of this paragraph:
- 1.1.17 the Authority may, at its discretion, provide 'Allowed to Escort' access passes for specified individuals engaged by the Supplier while serving this Agreement for particular purposes on application to the Authority by the DSC. For example, 'Allowed to Escort' access passes may be provided to facilitate the entry to the Authority Premises of un-cleared individuals where a one-off business critical activity must be completed which either cannot be delivered by the security cleared resources available to the Supplier at the time of the need arising or which shall be deemed by the Authority to have not been reasonably foreseeable. Any 'Allowed to Escort' access pass which is issued, may only be used by the individual specified and strictly in accordance with the purposes for which it was provided;
- 1.1.18 the Supplier shall not allow escorting of visitors or other contractors where this could circumvent Authority security clearance policy in relation to access to the Authority Premises, Authority Assets or other information, including, without limitation, regular escorting of individuals who would otherwise be the subject of the Authority security clearance process, escorting of persons currently undergoing security clearance and escorting of persons who are under training by the Supplier have been refused clearance or the subject of an appeal against a vetting refusal;
- 1.1.19 the issue and use of 'Allowed to Escort' access passes is strictly controlled and monitored and is subject to audit by the Authority. It is the responsibility of the Supplier to record the details of all instances where an 'Allowed to Escort' access pass has been used to facilitate access to the Authority Premises by non-cleared individuals. This shall include the:
 - 1.1.20 date and time of the visit;
 - 1.1.21 name of the Authority location visited;
 - 1.1.22 purpose of the visit and the reason escorted access was required;
 - 1.1.23 name of the Allowed to Escort access pass holder;
 - 1.1.24 name(s) of the escorted person(s) including Sub-contractor or agency supplier details; and
 - 1.1.25 formal job or task reference;
- 1.1.26 ensure that where the Authority provides an 'Allowed to Escort' access pass and it is used to facilitate access to the Authority Premises by non-cleared individuals in any month, the DSC provides the information listed in the above paragraph 1(c) to the Authority Representative within seven (7) working days of the end of that month. The Authority reserves the right to withdraw 'Allowed to Escort' pass status from individuals at any time;
- 1.1.27 ensure that Authority identity and access passes that are provided to the Supplier for the purpose of entering the Authority Premises shall be returned as soon as reasonably

possible by tracked means to the Authority Representative as soon as reasonably possible in any of the following circumstances:

- 1.1.28 card expiry;
- 1.1.29 cancellation or suspension of Authority security clearance;
- 1.1.30 the holder leaving the Authority contract (in which case the pass shall be returned on the same day);
- 1.1.31 a change of the name of the card holder;
- 1.1.32 as part of the replacement process of a malfunctioning card.
- 1.1.33 maintain procedures to avoid undue dependence on the experience and expertise of any individuals/Supplier representatives;
- 1.1.34 maintain definitions of all individuals'/Supplier representative's security responsibilities including those responsibilities relating to individuals working on systems supporting its administrations;
- 1.1.35 maintain security procedures covering all aspects relating to the delivery of the provision of the Services and ensuring that all such procedures are available to all and observed by all such Supplier Personnel engaged in the provision of the Services;
- 1.1.36 ensure that all persons/Supplier representatives working on the provision of the Services at the Supplier's location/s are identifiable at all times as approved individuals to be within any designated area, which have been approved by the Authority. This also includes location/s relating to any sub-suppliers', agents, specialists, etc which will form part of the provision of the Services;
- 1.1.37 ensure that all persons/Supplier representatives required to visit the Authority Premises as part of the provision of Services are identifiable at all times by wearing and presenting a Authority-issued identity access pass;
- 1.1.38 ensure that the DSC ensures that persons/Supplier representatives arrange for their personal and timely attendance at a facility designated by the Authority for the purposes of (at the Authority's discretion) the provision of an Authority identity and access pass;
- 1.1.39 ensure that any loss of an Authority identity and access passes, including the circumstances of the loss, is reported as soon as reasonably possible in writing to the Authority;
- 1.1.40 maintain an effective ongoing security awareness and education programme where it relates to the provision of the Services;
- 1.1.41 collaborate with the Authority on any security training and awareness initiatives that the Authority requires from time to time;
- 1.1.42 ensure that all applicable security administration policies, processes and procedures are made available to all relevant Supplier Personnel, subject to the required level of security clearance being attained.
- 1.1.43 ensure that all Supplier Personnel are fully aware of, and comply at all times with their security obligations set out in this Agreement and/or notified to them by the Authority from time to time.
- 1.1.44 ensure that all vehicle operatives employed by the Supplier comply with site delivery pre-notification protocols as advised by the Authority. Failure to comply with Authority delivery protocols will result in the refusal of permission to enter the Authority Premises. Suppliers shall instruct all employees that the Authority requires all vehicle passengers to dismount prior to entry being granted to a site and submit themselves to site-based access control protocols for pedestrian visitors;
- 1.1.45 acknowledge that the Supplier's Personnel, Sub-contractors, their belongings and their vehicles are subject to security search as a requirement of entry to the Authority Premises. Failure to submit to search or non-cooperation by individuals during the search process will result in the refusal of entry and be reported to the Authority for further

investigation. The detection of any prohibited or offensive items will be the subject of police enforcement action;

- 1.1.46 acknowledge that vehicle borne deliveries to specified Authority properties within the Authority Premises may be subject to mandatory off-site searching arrangements which will require the Supplier to deliver to a nominated address and not the specified Authority property. The Supplier will cooperate fully with the instructions and process as notified by the Authority and adhere to specified opening times and identity requirements.

APPENDIX 1**Authority Security Requirements****1 Information Classifications**

- 1.1 Authority information may be classified as TOP SECRET, SECRET or OFFICIAL in line with the MPS Government Security Classification scheme ("**MPS GSC**"). Where more sensitive OFFICIAL information requires greater control it may include the caveat OFFICIAL-SENSITIVE.
- 1.2 Notwithstanding paragraph 1 of this **Appendix 1** to this Security Schedule, the Supplier acknowledges and agrees that it will from time to time come into contact with material marked under the old Government Protective Marking Scheme ("**GPMS**"). The Supplier shall, at all times, adhere to the requirements for handling, storing and disposing of any material marked as PROTECT, RESTRICTED and CONFIDENTIAL set out in the GPMS and shall treat all information in a manner commensurate with its protective marking, consulting with the Authority where necessary.
- 1.3 The Supplier shall, at all times, adhere to the requirements for handling, storing and disposing of RESTRICTED, PROTECTED, OFFICIAL, OFFICIAL-SENSITIVE and CONFIDENTIAL information ("**Protectively Marked Material**") as set out in this **Appendix 1** to this Security Schedule.
- 1.4 The Supplier shall not handle Authority information classified as SECRET, TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Authority.
- 1.5 If the Supplier becomes aware of any SECRET OR TOP SECRET, information on any element of the ICT Environment within its control (or which should be within its control), it shall:
 - 1.5.1 raise the presence of this information as a security incident in accordance with the relevant procedures set out in this Agreement;
 - 1.5.2 take any required immediate measures to protect the information; and
 - 1.5.3 seek the Authority's guidance on next steps to be taken with respect to such information.

2 Communication of Protectively Marked Material

- 2.1 The Supplier shall not communicate Protectively Marked Material except in accordance with this paragraph 2 and the Security Aspects Letter as issued from time to time.
- 2.2 Where there is a conflict between this paragraph 2 and the Security Aspects Letter the Security Aspects Letter shall prevail.
- 2.3 Where RESTRICTED, PROTECTED, OFFICIAL or OFFICIAL-SENSITIVE information is sent by post (hard copy or CD/DVD) the Supplier shall ensure that:
 - 2.3.1 all files are encrypted using WinZip AES 256 before being placed on a CD/DVD. The crypto key must be sent separately (once receipt is confirmed) by another communication method (for example by e-mail, SMS, or telephone call) and must not be included in the CD/DVD packaging at all;
 - 2.3.2 the physical material (CD/DVD or document) is sent using the following "double envelope method":
 - (a) the inner envelope must be sealed and have individual contact details for the recipient (i.e. the individual's name and full postal address) and prominently show the protective marking;
 - (b) the outer envelope must be sealed and have contact details for the recipient (i.e. the individual's name and full postal address) but without the protective marking shown. The envelope must not in any way identify the enclosed contents; and
 - 2.3.3 method of post must be "Registered" or "Recorded" delivery (or other equivalent service requiring signature by the named individual the envelope is addressed to or an agreed nominated deputy).
- 2.4 Where RESTRICTED, PROTECTED, OFFICIAL or OFFICIAL-SENSITIVE information is sent by hand (hard copy or CD/DVD):
 - 2.4.1 paragraphs 2.3 above shall apply; and

- 2.4.2 the delivery must be signed for by the named individual the envelope is addressed to, or a previously agreed nominated deputy, with the receipt returned to the originator.
- 2.5 If the Supplier has a Criminal Justice Secure eMail ("**CJSM**") account, the Supplier may use this account for the purpose of sending information classified up to and including OFFICIAL-SENSITIVE, unless the Authority instructs the Supplier otherwise.
- 2.6 Where OFFICIAL-SENSITIVE material is sent by e-mail (other than through CJSM), the Supplier shall ensure that:
- 2.6.1 files are encrypted using WinZip AES 256 or to an equivalent standard before being attached to the e-mail; and
- 2.6.2 the crypto key is sent separately (once receipt of the e-mail attaching the file(s) is confirmed) by another communication method (for example through SMS or telephone call) and must not be included in any e-mail at all.
- 2.7 The Supplier may communicate OFFICIAL material via methods other than those described in paragraphs 2.3 to 2.6 above, provided that such communications do not contain any content that is OFFICIAL-SENSITIVE or above, or that would normally be regarded as Sensitive Data.
- 2.8 The Supplier shall not communicate CONFIDENTIAL information except where the Supplier has taken all actions, implemented all measures and met all standards which the Supplier deems necessary to fully comply with the HMG guidance for the treatment of CONFIDENTIAL information and any codes of practice issued by HMG in relation to such guidance ("**CONFIDENTIAL Guidance**"). If the Supplier intends to communicate CONFIDENTIAL information it shall provide a written description of the technical and organisational methods employed by the Supplier for achieving compliance with the CONFIDENTIAL Guidance.

3 Disposal of Protectively Marked Materials

- 3.1 Where any Protectively Marked Material held by the Supplier in electronic form is no longer required or where the Authority has requested the deletion of any such material, the Supplier shall to the satisfaction of the Authority:
- 3.1.1 delete any such Protectively Marked Material that is within the control (or should be within the control) of the Supplier from all possible storage locations, temporary and permanent, using a sufficient and appropriate mechanism recommended for its protective marking in accordance with the provisions as set out in the Security Aspects Letter.
- 3.1.2 for any such Protectively Marked Material that is within the control of any other person:
- (a) instruct the relevant person to delete all such Protectively Marked Material from all possible storage locations, temporary and permanent, using a sufficient and appropriate mechanism recommended for its protective marking; and
- (b) obtain and record confirmation from the relevant person that the Protectively Marked Material has been deleted pursuant to paragraph 3.1.2(a) above.
- 3.2 The Supplier shall not be obliged to comply with paragraph 3.1.2 above to the extent that the Supplier is required to retain the relevant Protectively Marked Material in accordance with the Governance and/or the Records Provision Schedule or any Applicable Laws.
- 3.3 If requested by the Authority, the Supplier shall use a method or tool specified by the Authority in order to demonstrate to the satisfaction of the Authority that a genuine deletion of the Protectively Marked Material has taken place from all possible storage locations.
- 3.4 Except where the Supplier is required to retain any Protectively Marked Material in accordance with the Governance and/or the Records Provision Schedule or any Applicable Laws, where hard copy Protectively Marked Material held by the Supplier is no longer required, or at any time at the request of the Authority, the Supplier shall either:
- 3.4.1 destroy any such hard copy Protectively Marked Material to the satisfaction of the Authority and in accordance with paragraph 3.5 below; or
- 3.4.2 return any such hard copy Protectively Marked Material to the Authority via recorded delivery,
- as directed by the Authority at the time.

- 3.5 Subject to paragraph 3.6 below, if directed by the Authority pursuant to paragraph 3.4 above, the Supplier shall destroy any relevant hard copy documents or digital media using an appropriate mechanism as recommended in HMG guidance for its protective marking.
- 3.6 If destruction of hard copy Protectively Marked Materials in the manner described in paragraph 3.5 above is not possible, then the Supplier shall return all such materials securely to the Authority via recorded delivery.
- 3.7 If required to do so by the Authority, the Supplier shall provide written confirmation of its compliance with this paragraph 3.

4 End User Devices

- 4.1 Only Authority Data marked as OFFICIAL or below may reside on a mobile, removable or physically uncontrolled device and when it does so, it must be stored encrypted using a recognised commercial grade (good practice) encryption mechanism.
- 4.2 Protectively Marked Material classified as OFFICIAL must only be stored on a device that is:
 - 4.2.1 suitable for the storing of such material; and
 - 4.2.2 operate access control so that only authorised individuals may access the material in accordance with the privileges set out in paragraph 4.3 below.
- 4.3 Devices used to access or manage Authority Data and services must be under the management authority of the Authority or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Authority. Unless otherwise agreed with the Authority in writing, all Supplier devices are expected to meet the set of security requirements set out in the National Cyber Security Centre guidance at the following link: (<https://www.ncsc.gov.uk/collection/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Authority and a joint decision shall be taken on whether the residual risks are acceptable.

5 Data Processing, storage, management and destruction

- 5.1 The Supplier shall not store, process or manage Sensitive Data from a location outside Great Britain.
- 5.2 The Supplier and Authority recognise the need for the Authority's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must at all times be able to state to the Authority the physical locations from which such data may be stored, processed or managed and to which legal and regulatory frameworks the Authority information will be subject.
- 5.3 The Supplier shall agree any known change in location of data storage, processing and administration with the Authority in advance where the proposed location is outside Great Britain. Subject to the Authority's prior written approval, its sole discretion, and provided that storage, processing and management of any Authority information is carried out offshore within:
 - 5.3.1 the European Economic Area (EEA); or
 - 5.3.2 in another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the EU Commission,

and whether the receiving party has signed a "Declaration of Compliance" in the form set out in **Appendix 4** (Declaration of Compliance) of this Security Schedule which has been confirmed by the Authority.

- 5.4 The Supplier shall:
 - 5.4.1 provide the Authority with all Authority Data on demand in an agreed open document format;
 - 5.4.2 have documented processes to guarantee availability of Authority Data in the event of the Supplier ceasing to trade;

5.4.3 securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice and appropriate MPS GCS and Government guidance from time to time in place; and

5.4.4 securely erase any or all Authority Data held by the Supplier when requested to do so by the Authority.

6 Networking

6.1 The Authority requires that any Authority Data transmitted over any public network (including the internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a recognised commercial grade (good practice) encryption mechanism.

6.2 The Authority requires that any OFFICIAL SENSITIVE information transmitted over any network must be encrypted using a recognised and appropriate encryption mechanism in accordance with MPS GSC Guidance.

6.3 The Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice and are fully in accordance with MPS GCS and Government guidance from time to time in place.

7 Security Architectures

7.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Authority Data.

7.2 When designing and configuring the Supplier system or, where appropriate, any part of the ICT Environment the Supplier shall follow Good Industry Practice, fully comply with all applicable HMG guidance (including Confidential Guidance) and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (as amended from time to time)

7.2.1 for all bespoke or complex components of the Supplier solution; and

7.2.2 for all parts of the ICT Environment which process, store or transport information above OFFICIAL classification.

8 Personnel Security

8.1 The Supplier must comply with the requirements set out in **Part 3 – Personnel and Estate Security** in this Schedule.

9 Document Security

9.1 Physical Authority Data (such as hard copy documents) must be locked in a secure locked filing cabinet when not in use. Access to such filing cabinets must only be granted to persons authorised in accordance with paragraph 1.8.26 in **Part 3 – Personnel and Estate Security** above.

9.2 The Supplier shall not make copies of the Authority Data other than as required in order to perform the Services. Where copies have to be made, they must have the appropriate protective marking and be individually accounted for and managed under the conditions of this **Appendix 1** to this Security Schedule.

10 Audit and monitoring

10.1 The Supplier shall grant to the Authority and its authorised agents, all reasonable access to the records (together with the right to make copies), and to its premises (and the Supplier hereby irrevocably licenses the Authority, its employees and agents to enter any such premises for such purpose), and to its staff and shall provide all purposes of carrying out an audit of the Supplier's compliance with this Agreement including all activities, charges, performance and security measures in connection therewith.

10.2 The Authority and its agents shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the goods and Services pursuant to this Agreement save insofar as the Supplier accepts and acknowledge that control over the conduct of audits carried out by the National Audit Office is outside the control of the Authority.

- 10.3 Where it is identified as a requirement, grant Authority auditors appropriate access to systems, which may have been used as part of the delivery of the provision of services to enable them to carry out their audit responsibilities.
- 10.4 At any time during the Agreement the Authority may audit the Supplier's compliance with the Security & Cyber Policy. At its own cost, the Supplier shall provide the Authority with:
- 10.4.1 all support required to conduct the audit;
 - 10.4.2 a written plan to rectify any discrepancy discovered as a result of the audit; and
 - 10.4.3 carry out such rectifications within the time periods identified in the plan and approved by the Authority.
- 10.5 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 10.5.1 logs to facilitate the identification of the specific asset, which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Supplier solution and Services allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers; and
 - 10.5.2 security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include privileged account logon and logoff events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 10.6 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements relevant to security:
- 10.6.1 for the ICT Environment; and
 - 10.6.2 information classified above OFFICIAL.
- 10.7 The Supplier shall retain audit records collected in compliance with paragraph 10.5 above for a period of at least six (6) months.

APPENDIX 2**Initial Security Management Plan Outline****Revision History**

Revision Date	Revision Version	Summary of Changes	Changes Marked
[TBC]	Draft v0.1	Initial review by relevant parties	n/a

Approvals

This document requires the following approvals.

Name	Title	Date of Issue
	Authority Representative	
	Authority Digital Policing Operational Security Manager (IOSM)	
	Authority Information Security Officer, Information Assurance Unit (IAU), Met HQ	
	Authority Head of Estate Security and Standards, Property Services Directorate,	
	<insert other relevant Authority personnel>	
	<insert contracted supplier's name> Designated Security Co-ordinator (DSC)	
	<insert details of other relevant contracted supplier's representatives>	

Distribution

This document has been distributed to:

Name	Title	Date of Issue	Version
	Authority Client Sponsor		
	Authority Digital Policing Operational security Manager (OSM)		
	<insert other relevant Authority personnel>		
	<insert contracted supplier's name> Designated Security Co-ordinator (DSC)		
	<insert details of other relevant contracted supplier's representatives>		

Abbreviations, Glossary & Definitions

Agreement	The contract between the Authority and the Supplier dated [xxx of xxx 2020]
Availability	Ensuring that authorised users have access to assets/information when required
Authority	Metropolitan Police Service
BCP/ DR	Business Continuity Plan/ Disaster Recovery
Business Tolerance Level	The level of risk a business is prepared to accept. The acceptance of risks relating to this Agreement will be determined by the Authority Client Sponsor.
CHECK	NCSC managed security IT Health Check Services
Confidentiality	Ensuring that assets/information are only accessible to those authorized to have access
DSC	Designated Security Co-ordinator. Contracted Supplier's security representative
IA	Information Assurance
IAU	Information Assurance Unit – Authority owner of information security policy
Integrity	Safeguarding the accuracy and completeness of information based assets
ITN	Invitation to Negotiate
MOPAC	Mayor's Office for Policing & Crime
NPPV2/CTC	Non Police Personnel Vetting, Level 2 with a National Security Vetting clearance at Counter Terrorism Check level. The default vetting clearance level for any suppliers working on an Authority Contract or agreement.
RTP	Risk Treatment Plan
SIRO	Senior Information Risk Owner (Authority and Supplier role)
SITHC	Security IT Health Check
SMP	Security Management Plan
SyOps	Security Operating Procedures

1 Introduction

- 1.1 Security is of critical importance to the Authority and the Supplier shall be required to comply with these requirements and any reasonable changes to them throughout the Term.

2 Purpose of Document

- 2.1 The SMP sets out the security measures, which will be implemented and maintained by the Supplier in relation to all aspects of the secure delivery of the Services. These measures (as outlined within this **Appendix 2** to the Security Schedule) will include all the processes, procedures, plans, physical and personnel security, risk assessments, assets & resources, etc. which will form part of (and/or be involved in) the delivery of the Services.

3 Assurance Strategy (Strategy)

- 3.1 The SMP is created from the requirements as identified within the associated assurance strategy document. This assurance strategy document will enable the setting of project deliverables, security milestones and the support activities which are required to achieve them.

4 Risk Assessment & Requirements

- 4.1 The Authority adheres to the National Policing Community Security Policy (CPS) which in turn commits the Police Service to the HMG Security Policy Framework (SPF).

- 4.2 The physical, IT, personnel and associated processes and procedures which are implemented, are based on the guidance from the SPF and associated HMG Policies, in addition to sensible security measures guided by Good Industry Practice. These are identified and implemented through (but not limited to):

- 10.7.1 The responses to the Authority procurement/ ITN process;
- 10.7.2 Authority security site survey assessment and recommendations; and
- 10.7.3 SITHC and penetration test carried out by an approved NCSCCHECK consultant re: any related IT solutions, which will be used in the secure delivery of the Services.

- 4.3 As a minimum (and/or following any security incidents), an annual risk assessment and/or review of the implemented security measures will be carried out covering all aspects of security such as:

- 10.7.4 a review of the physical security measures;
- 10.7.5 personnel security (i.e. staff clearance);
- 10.7.6 SITHC and penetration testing of related IT systems;
- 10.7.7 a review of all associated documentation and procedures; and
- 10.7.8 A RTP will be produced to document all identified risks and the agreed mitigations in managing such risks.

5 Information Security Policy

- 5.1 Information Security is the measures implemented in protecting information and information systems and related environments from unauthorized access, use, disclosure, disruption, modification or destruction, etc. These security measures ensure that the Confidentiality, Integrity and Availability of information and systems used to process that information, are maintained in compliance with Information Assurance requirements.

- 5.2 The Authority adheres to the National Policing Community Security Policy which in turn commits the Police Service to HMG Policy Framework.

- 5.3 Information Security, through the implementation of appropriate controls, is essential to the secure delivery of the Services and to the Supplier's commitments to the Authority under the Agreement.

- 5.4 The Information Security Policy relating to this Agreement states the Supplier's commitment in implementing and maintaining Information Security in the delivery of the Services.

6 Governance of Information Security

- 6.1 This section identifies the required security forums/working groups as well as specific responsibilities of associated roles within the Supplier's organisation as well as within the Authority with respect to security assurance of the Services.

7 Security Responsibilities

Agreed roles with brief descriptions/ duties as outlined below.

Authority Roles	[Insert]
Authority Representative	The named individual in the Contract Summary Form responsible for the overall management of the Agreement
Authority Digital Policing Operational Security Manager (IOSM)	[MPS to confirm the IOSM obligations]
Cyber Analyst	Responsible for formally assessing the [state solution] against the Authority information assurance requirements, in the context of the business requirement, and issuing the approval to operate.
Security Assurance Co-ordinator (SyAc)	During the project phase Is responsible for ensuring the risk management document is appropriate and to act as a single point of contact for all Information Assurance aspects on behalf of the Cyber Analyst if appointed.
Operational Security Manager	Responsible for assessing that the Service meets the security and audit requirements of the Authority.
Supplier roles	[Insert]
Designated Security Co-ordinator (DSC) <Name>	Responsible for ensuring that the SaaS solution is delivered in a secure manner on a day to day basis.
Supplier Incident Response Team Lead	Responsible for leading the Supplier Incident Response Team that would respond to any security breach
Subject Matter Experts <Name>	Support from CHECK/Penetration Testers, Forensics, Information Assurance, Physical and Electronic Security and CLAS Consultants as required.
Authority Client Sponsor	The Authority Representative is employed by the Authority and acts on behalf of the information asset owner. Responsible for but not limited to Approving (or not) requests from the DSC relating to access to Authority related assets (i.e. information, environments, etc.) in accordance with the associated security clearance process as well as keeping a record of all such cleared personnel.
Additional?	

8 Governing Bodies

8.1 [State what these are and their remit (as identified within associated Terms of References) and whether such bodies will continue during the 'ins-service operations' of the solution. Such bodies may be accreditation panels, security working groups, strategy / management boards, project boards, board of directors etc.]

8.2 Further details relating to the above governing bodies can be found within the individual Terms of References.

9 Asset Management

10.8 A register of all assets which will be used in the delivery of the Services will be kept by the DSC, which may be used as part of any audit carried out by the Authority and/or its representatives.

10 Personnel Security

10.1 The supplier shall comply with the requirements set out in **Part 3 – Personnel and Estate Security** in this Security Schedule.

11 Physical Security

- 11.1 The supplier shall comply with the requirements set out in **Part 2 – Data and Cyber Security** in this Security Schedule.
- 10.9 It will be the responsibility of the DSC to approve access to any information technology environment which will be used in the delivery of the Services whether this will be a dedicated Authority only environment or a shared environment. Where such environments are located within Authority Premises, prior approval will be required from the Authority which may include a formal licence to occupy the designated space
- 10.10 To ensure that access rights remain valid and that access is being carried out in an appropriate manner, the DSC will carry out regular reviews of such access rights as outlined within the specific SyOPs.

12 IT Security

- 12.1 The delivery of the Services will be through [describe the agreed services for delivery of this solution].
- 12.2 To ensure that all IT related systems/equipment which will be used as part of the delivery of the Services are appropriately secure, a security IT health check will be carried out by an Authority appointed CHECK consultant, with all identified issues addressed prior to the processing/storage of Authority information.
- 10.11 It will be the responsibility of the DSC to approve access to related information technology systems and associated hardware (e.g. laptops, etc.) as well as carrying out regular reviews of those access rights as outlined within the specific SyOPs.

13 Security Incident Management

- 13.1 All actual and/or suspected incidents whether directly or indirectly affecting the secure delivery of the Services will be investigated, recorded and reported to the SIAM, Authority Representative and OSM in compliance with agreed processes as outlined within the Security Incident Management Procedures (as determined/provided by the Authority).

14 Change Management

- 14.1 Change management shall be applied to all changes that may affect the successful and secure delivery of the Services in compliance with the agreed processes as outlined with the Change Control Procedures. A process should be adopted to identify and mitigate changes that can introduce new cyber risks. This will include (but not limited to) proposed changes affecting:
 - 14.2 Any Sites from where the services may be delivered;
 - 14.3 Any hardware (i.e. servers, laptops, network components, workstations, etc.) which may be used.
 - 14.4 Software (including configuration and patch management)
 - 14.5 Documented processes, policies and/or procedures
 - 14.6 The Services, where such change may have an impact on the secure delivery of the Services, etc.

15 Supplier's Business Continuity & Disaster Recovery Planning

- 15.1 Business continuity management is a holistic management process that identifies potential impacts that may threaten an organisation's abilities to deliver its key services and provides a framework for building resilience and the capability for an effective response that safeguards the interests of its:
 - 15.1.1 The Authority/End Users;
 - 15.1.2 Reputation; and
 - 15.1.3 Brand name and values.
- 15.2 The Supplier recognises that to ensure services are maintained in the event of a service disruption it is vital that an effective Business Continuity Plan exists, which outlines the company's strategy and specifically addresses any security breach that impacts the continued operations of the Supplier (i.e. ransomware) and which is regularly reviewed and/or tested.
- 15.3 In meeting the requirements of the Services, the Supplier will develop and implement a specific Business Continuity Plan, which will form part of the companies own business continuity strategy and which ensures that the Services are delivered in line with the agreed service levels as outlined within the Agreement.

- 15.4 The Business Continuity Plan and associated Disaster Recovery measures will be presented to the Authority Representative for initial approval and throughout the Term.

16 Other Associated Documentation

- 16.1 The following table sets out the documentation which may forms part of the Supplier's overall security measures which will be implemented in the secure delivery of the Services.
- 10.12 It is the responsibility of the DSC to ensure that all documentation remains 'fit-for-purpose' and as a minimum, are reviewed annually.

Information Security Policy	This document sets out the Supplier's Information Security Policy where it relates to the Services. It states the Supplier's commitment in implementing and maintaining Information Security in the delivery of the Services.
Account Director SyOPS	This document outlines the security responsibilities of the Supplier's account director who acts as the Senior Information Risk Owner (SIRO) and has overall accountability for the secure delivery of the Authority contracted service which will be provided under this Agreement.
DSC SyOPS	This document sets out the responsibilities and procedures specific to the Designated Security Co-ordinator (DSC).
Authority Representative SyOPS	This document sets out the roles and responsibilities for the Authority where it relates to the secure delivery of the Services by the Supplier in accordance with the Agreement.
General User SyOPS	These SyOPs set out the responsibilities and rules relating to the secure delivery of the Services. Additional SyOPs documents may be provided for roles with specific responsibilities for security related aspects of this Agreement.
Security Incident Management Procedures	The purpose of this document is to record the team responsibilities and procedures to be followed in the event of an incident that may impact the security of the Confidential Information, and any other Authority information processed and/or stored as part of the delivery of the Services.
Change Management Procedures	The purpose of this document is to record the procedures to be followed relating to the management of proposed changes as part of the secure delivery of the Services.
Security Clearance Procedures	This document describes the process which must be followed to ensure that the Supplier's Personnel who are to be involved in the delivery of the Services are appropriately security cleared through the Authority vetting process.
Security Clearance Records	The list of all clearance applications along with their recorded processing and status changes.
Business Continuity & Disaster Recovery	This document describes the process and procedures which are to be followed where it relates to the secure implementation of business continuity and disaster recovery measures.
Risk Management/Treatment Plan ("RTP")	The purpose of the RTP is to document all identified risks and the agreed mitigation to ensure that all such risks will be appropriately managed.

Risk Register	The list of identified risks identified and their assessed importance.
Physical Assets	The register of physical assets.
Media Register	The register of devices and media that may be employed to transfer Confidential Information.
Information Security Monthly Timetable	Timetable covering audits, review tasks and other scheduled tasks.
Record of Authorised Individuals	Record of all cleared individuals who are currently authorized to work on Services and the extent of their authorisation (e.g. to IT systems and office environment, etc.).
Signed off Declarations	Signed off declarations and (where relevant) confidentiality agreements for all individuals involved in the Services.
Training Records	Records of all security related training of individuals, including induction, on-boarding and awareness training.
Authority Security Aspects Letter	Statement from Authority to the Supplier covering the service provided, approved physical locations, all documents that may be produced by either party (and classification of) and handling instructions to attach to documents.
The Supplier's Data Protection Policy	This policy sets out the basis on which we will process any personal data the supplier collects from data subjects, or that is provided to the Supplier by data subjects or other sources.
Forensic Readiness Plan	This plan sets out how the Supplier would collect essential digital information during the investigation into a Breach of Security.
Security Audit Plan	How the Supplier shall support the Authority during an investigation into any Breach of Security involving security audit plan which provides a timetable for a security audit including but not limited to IT health checks and pen. tests to be carried out annually by the Supplier.

APPENDIX 3**Security Aspects Letter****1 Contracted Services to be provided by the Supplier**

The Supplier has been contracted to provide the Services described the Services Description Schedule of this Agreement.

2 Location/ Infrastructure/Environments from where the contracted services can be delivered

Based on the above contracted services which are being provided, the following locations have been approved as being suitable in the delivery of the associated services:

Name and Address:

Rivus Fleet Solutions – Customer Contact Centre

12 Europa View

Sheffield Business Park

Sheffield

S9 1XZ

[When completing this section, some of the things which should be considered are:

- If there are a number of locations, it may aid the readability by including the details within a Table. Additionally, if the locations will be used for differing purposes [for example – data centre facilities, general support offices, technical support offices, DR locations, etc., this should be noted for each location.
- What security/IA assessments have been carried out and by whom. For example – are any of the locations a Police Assured Secure Facilities (PASF) site, etc.?
- Finally, where any of the locations relate to any 'off-shoring' sites, then this needs to be clearly identified including a reference to what approval has been received by the MPS' Senior Information Risk Owner (SIRO) (and potentially the Authority's Data Protection Officer). Outline what security/IA assessment have been carried out.]

Where it has been authorised, staff working remotely at others sites are required to ensure that any discussion in relation to the Authority account is conducted on a need to know basis and within an appropriate environment. Users of MPS AWARE laptops should comply with the MPS Smarter Working Policy and Guidance, which includes:

- MPS Computer Systems Policy
- The AWARE Security Operating Procedures
- The Information Code of Conduct.
- Other relevant local site instructions, which have been issued by the associated Designated Security Coordinator (DSC) / Operational Security Manager (OSM). For example – secure equipment storage requirements, room access control measures, etc.

Where there is a proposed change to any aspects of the above locations; or the need for additional sites, it is the responsibility of the Supplier Operational Security Manager (OSM)/ Designated Security Coordinator (DSC) to raise this as a formal change request with the Authority. It should be noted that, this may result in the need for a physical site survey to be conducted by the Authority's Representative or engagement with property services.

3 Documentation which may be produced in the delivery of the Services

The information within the below table 1 is in no particular order of priority and may relate to documentation either:

- (a) provided to the Supplier by the MPS/ their ICT outsourced provider/s; OR
- (b) produced by the Supplier which may either:
 - (i) be provided to the MPS/ their ICT outsourced provider/s; OR
 - (ii) Form part of their internal distribution process, etc.

Any references in regards to **CONFIDENTIAL** and/or **RESTRICTED** refers to information/ data, which were previously classified under the old Government Protective Marking Scheme (GPMS/ PMS) classification scheme. Should any information/ data which makes reference to these GPMS/ PMS markings be provided, **the Supplier** are to raise this with the individual who has provided the information/ data to ensure that the new associated GSC level is agreed upon.

Within the below table 1, where the GSC Level/s is shown as '**Up to OFFICIAL-SENSITIVE**', this would generally be at **OFFICIAL**, but would however be dependent on the level/ type of information being provided, the context in regards to what is being provided/ reported, the associated ICT solution and whom the document will be distributed to.

4 Security Clearance

Appropriate security clearance levels are set out in **Part 3 – Personnel and Estate Security** in this Security Schedule.

5 Government Security Classification (GSC) Levels

The below table 1 contains a list of the documentation which may be produced by the Supplier during the associated Services and their related GSC Level:

Table 1

Elements	GSC Levels	Comments
Business Data	Up to OFFICIAL-SENSITIVE	This would be dependent on the results of the GSC assessment. (Responsibility of Data Owner). This relates to any documentation that would also contain an extract/ dump from an ICT solution (e.g. a spreadsheet). When determining whether the GSC level of the actual document itself should be at OFFICIAL or OFFICIAL-SENSITIVE (see the above section 3 guidance in this Appendix 3), the Level of the associated ICT system is to be taken into account. However, do not include the <u>Candidate Set</u> marking of High, Medium, Low as these are not relevant in this context.
High Level Designs (HLDs)	Up to OFFICIAL-SENSITIVE	This will usually include an architecture diagram depicting the components/ functionality, interfaces, data flows/ interactions & networks, etc.
Low-Level Designs (LLDs)	Up to OFFICIAL-SENSITIVE	This generally describes individual components in detail rather than an overview, rudimentary functions and is typically more concerned with individual components within the solution and how they operate, etc.
Build related configurations information	Up to OFFICIAL-SENSITIVE	In conjunction with the delivery of projects and representatives at associated groups.
Test Scripts	Up to OFFICIAL-SENSITIVE	As it relates to the contracted services, this would include all forms of testing (i.e. Factory Acceptance Tests [FAT], Site Acceptance Test [SAT], User Acceptance Test [UAT], etc.). Refer also to the requirements relating to Software Upgrades
Software Upgrades (i.e. patches, bug/ fault fixes, etc.)	Up to OFFICIAL-SENSITIVE	This would relate to the upgrade itself as well as associated documentation (i.e. implementation scripts, test results/ scripts, etc.). Refer also to be below Source Code GSC level for additional guidance
Security IT Health Check Scopes	Up to OFFICIAL-SENSITIVE	This will include any ITHCs initiated by either the MPS, the Supplier or other suppliers/ third party

Elements	GSC Levels	Comments
Security IT Health Check Reports	OFFICIAL–SENSITIVE	providers, where this specifically relates to the Authority' Services.
Security Remediation Plans	Up to OFFICIAL–SENSITIVE	
Performance-related data associated with the contracted services	Up to OFFICIAL–SENSITIVE	This would generally relate to information covering such aspects of KPIs and other such general performance details
Output from other security/ vulnerability reviews	OFFICIAL–SENSITIVE	These could be scans/ alerts, information from audit reports, etc.
Security Incidents	Up to OFFICIAL – SENSITIVE	Incidents shall be reported as per the requirements identified within the Document Handling Instructions
Computing	Up to OFFICIAL–SENSITIVE	This would be documentation relating to the continued development of the ICT solutions, etc. provided by the Supplier , or MPS Digital Policing or other suppliers as it relates to the MPS' contacted services
Source Code	OFFICIAL–SENSITIVE	This would be documentation (i.e. associated program) which identifies the details as to how the Source Code has been designed.
Components/ environments used to store and/or process business data	Up to OFFICIAL–SENSITIVE	This would be associated documentation (e.g. security site reports, physical access control PIN codes, etc.)
Event Logs [The GSC level will depend on the type of logs, whether it will be provided to an external party, the level of sanitisation which would be carried out and the associated ICT solution, etc.]	Up to OFFICIAL–SENSITIVE	Event logs will only be provided where there is a specific need for this to be done. For example - to further assist the contracted supplier to fully investigate a reported problem/ fault, etc.) All such logs will need to be appropriately sanitised (where this is possible) and the Digital Policing 'Permit to Ship' process must be followed as part of providing any such files.
Service Desk Support	Up to OFFICIAL–SENSITIVE	This includes all records, which will be created in regards to the reporting/ management of problems/ faults, etc.
Change Control documentation	Up to OFFICIAL–SENSITIVE	The initial Change Request itself may attract a GSC level of OFFICIAL . However, please note where any separate attachments are included as part of the Change management process, they may attract a separate GSC level (e.g. if the request relates to a change to any design features, a new HLD/LLD may need to be produced and presented as part of the change process, etc.). As such, the highest GSC level shall be applied
Strategy Document/s	Up to OFFICIAL–SENSITIVE	Where this forms part of the contracted services whether created by the Supplier the MPS or their outsourced providers, etc.

Elements	GSC Levels	Comments
Manuals/ work instructions/ procedures [Generally, describes 'how' particular tasks are undertaken with regard to the component.]	Up to OFFICIAL-SENSITIVE	This could be documentation such as - user training/ guidance/ instruction manuals, awareness documentation, etc.
Contractual documents/pre & post contract award i.e. the Agreement itself	Up to OFFICIAL-SENSITIVE	This could also relate to documentation relating to any future tender invitations, contract variation notices. This can be the actual Agreement itself and/ or details such as the Statement of Requirements document, commercial agreements, pricing, future billing. Note – as part of the procurement Invitation To Negotiate (ITN) process, additional specific Document Handling Instructions may be identified by the assigned MPS Security Leads (i.e. Digital Policing - Operational Security Manager, Cyber Analyst/ SyAC, etc.).
Other general documents not already covered	Up to OFFICIAL-SENSITIVE	This could include Minutes/ Notes of meetings, general email correspondences, etc. <u>EMAILs</u> Unless they contain attachments (which would include the associated Document Handling Instructions), the majority of Emails will be at OFFICIAL . Where recipient copy/ forward on the Email to other parties who are not part of the original Email correspondences, it will be <u>their responsibility</u> to ensure that the Document Handling Instructions are also made available to any new recipient/s, etc.
In-Service Operational Security Documentation	Up to OFFICIAL-SENSITIVE	Any documentation which will be produced, in-line with the requirements agreed with the Digital Policing Operational Security Manager (OSM) and the Supplier Operational Security Manager (OSM)/ Designated Security Coordinator (DSC). For example: Security Management Plans (SMPs) Information Security Management System (ISMS) Information Security Policy Audit Strategy/ Plan Vulnerability Management Strategy Change/ Incident Management, etc.
Rule-set/ Build and/or Configuration details pertaining to hardware/ software components/ equipment, etc. (e.g. Firewalls, VPNs, Servers, Laptops, Desktops, Ports, Anti-	OFFICIAL-SENSITIVE	Any documentation which will contain details in regards to such assets which are being used in the delivery of the contracted services, etc.

Elements	GSC Levels	Comments
Virus and other such assets, etc.)		
Crypto keys material/details	OFFICIAL-SENSITIVE	
System/ Application/ Server Names	Up to OFFICIAL-SENSITIVE	
IP Addresses	Up to OFFICIAL-SENSITIVE	
Location Addresses [e.g. Data Centre, other sensitive locations]	Up to OFFICIAL-SENSITIVE	Whether this is the Authority or the supplier's authorised locations.
Passwords	OFFICIAL-SENSITIVE	Passwords should generally not be written down. However, where there is a requirement for this to be done [i.e. for a password protected file, etc.], they should be appropriately protected. For example – through the use of an appropriately secured Password Management Tool.
Uniform Resource Locators (URLs)	Up to OFFICIAL-SENSITIVE	
Details relating to Projects/ Programmes	OFFICIAL	

11 Document Handling Instructions

The required Document Handling Instructions in table 2 below will be dependent on the GSC level of the associated document as outlined within the above section 3 and table 1 in this **Appendix 3** to this Security Schedule.

Table 2

To maintain the secure handling of this document, the below Handling Instructions MUST be read and complied with as part of your responsibilities in receiving this document. These instructions replace all other previous instructions which may have formed part of this document	
Authority for Publication	This document can only be made public on the explicit Authority of either or a combination of the following Authorities: 1 For the duration of the contracted services - the Digital Policing Operational Security Manager or relevant MPS Business Group contract manager/MPS Security lead
Information Security [Access Controls] And Personnel Security Clearance [Vetting] [MPS Vetting Policy shall be complied with]	As well as those roles identified within the Front Cover of this document, this document can (subject to holding a relevant security clearance) be made available to: 1 Relevant MPS staff involved with the contracted Service or contracted Project as well as any In-Service Support 2 Relevant Supplier staff either involved in the contracted service or project and/or as part of the 'In-service' Support responsibilities

To maintain the secure handling of this document, the below Handling Instructions MUST be read and complied with as part of your responsibilities in receiving this document. These instructions replace all other previous instructions which may have formed part of this document	
	3 Other MPS personnel and/or contracted Suppliers' personnel where the below 'need to know' basis can be met All such individuals are to be cleared to at least: 1 <u>MPS personnel</u> must hold a valid RV/CTC clearance (MPS Recruit Vetting (RV) combined with a National Security Vetting clearance at Counter-Terrorist Check (CTC) level) 2 <u>MPS Suppliers'/ associated Third-party providers' personnel</u> must hold a valid MPS NPPV2/CTC clearance (an MPS Non-Police Personnel Vetting clearance at Level 2 (NPPV2 combined with a National Security Vetting clearance at Counter-Terrorist Check (CTC) level. Additionally, for all staff (whether MPS or Suppliers), access is also reliant on a direct need to know basis. Any issues with complying with these requirements must be reported back initially to the Authority contract sponsor
Physical Security [Storage/ onsite use of information and mobile devices] [As it relates to the physical storage of paper records, etc.]	When not being used, any paper copies of this document shall be stored within a locked cabinet [with access restricted to only authorised personnel] with the cabinet being sited within an location approved by the Authority (i.e. Authority Premises sites, dedicated and accredited area within supplier's building, etc.). For the Supplier personnel, please refer to Section 2 of this document in regard to approved locations/ environments/ infrastructure. When being used [i.e. reviewed/ updated, etc.], always be mindful of other individuals within the same vicinity who may not meet the vetting/ 'need to know' requirements and handle the document accordingly (e.g. do not leave the document unattended/ outside of your direct control, etc.). Always apply a clear desk policy as a matter of good practice.
Physical Security [Storage/ offsite use of information] Remote working- Smarter Working	This relates mainly to where there is a requirement to have access to this document away from an Authority approved location [e.g. Working Away From the Office/ Homeworking, etc.]. As such, where Authority approval has been received (i.e. as part of the organisation's Smarter Working Principles etc.), the following rules are to be applied: 1 Electronic access to this document remotely can only be from nominated locations and via appropriately accredited solutions, or stored on appropriately accredited devices (e.g. approved laptops, not your own personal device, etc.). Always be mindful of your surroundings and who else is within the vicinity their clearance/ 'need to know' 2 When handling paper versions of this document away from the office, always be mindful of your surroundings. The document Must Not be reviewed when within public areas where there is a risk of 'shoulder surfing, lost/ theft, etc. (i.e. whilst on/within public transport, cafes, lobby areas, etc.). 3 Always ensure that all paper versions are stored within a physically robust cabinet/ safe which also has a robust locking mechanism with access restricted to only authorised individuals. 4 If being disposed of outside of an approved location, always ensure that this is done through the use of a 'cross-cutting' shredder to prevent document reconstruction

To maintain the secure handling of this document, the below Handling Instructions MUST be read and complied with as part of your responsibilities in receiving this document. These instructions replace all other previous instructions which may have formed part of this document	
	5 For MPS/ the Supplier staffs who may receive a copy of this document and who also have access to the MPS infrastructure, please also refer to the additional WAFTO guidelines (within the MPS' GSC Doc 2 policy), as this provides further useful information.
Electronic Security [Removable Media]	The document can be held/ processed Only on MPS corporately owned infrastructure/ issued devices [laptops, tablets]/ media [USBs, CDs, DVDs] or other ICT solutions, which have been approved by the MPS security personnel. the Supplier – only those ICT infrastructure/ devices that have been approved as part of the outsourced contract can be used unless additional security measures are identified/ implemented in protecting the Confidentiality of the information contained within this document. Other contracted Suppliers/ third-parties – as per the above measures If this document is copied to removable media (i.e. USBs, DVDs, CDs, etc.), apply a level of encryption/ password to ensure the Confidentiality of the document is appropriately maintained.
Movement [internal dispatch/ UK use of Post/ Courier Services]	The following despatched guidance/ instructions apply. <u>Where the document has a GSC marking of OFFICIAL</u> • Through the use of the MPS' Internal despatch service – sealed envelopes/ containers with GSC marking and any other descriptors shown. • Rivus Fleet Solutions Limited – internal despatch service with (as a minimum) the above level of security being applied. • Other contracted Suppliers/ third-parties – as per the above measures • By trusted hand - in that it must be somebody with a security clearance appropriate for unsupervised access. The bearer of the document should (in theory) be able to access and read the document unsupervised. • Within UK post or by approved courier service – single envelope [sealed cover/ or container] with no GSC marking identified. Also take into account the following additional measures: • Address the envelope directly to a person by name/ role. • Include a return address on envelope reverse [without highlighting that the content is police related]. Where the document has a GSC marking of OFFICIAL – SENSITIVE The same measures as outlined above with the following exception. • Within UK post – double envelope [or sealed cover/ container] with: • The inner envelope/ container showing the GSC marking/ descriptors • The outer envelope is to be:

To maintain the secure handling of this document, the below Handling Instructions MUST be read and complied with as part of your responsibilities in receiving this document. These instructions replace all other previous instructions which may have formed part of this document	
	• Address directly to a person by name/ role. • Include a return address on envelope reverse [without highlighting that the content is police related].
Movement [Use of Post/ Courier Services outside UK] This also includes the use of Fax machines	The document Must Not be sent outside of the UK without first initially consulting with the Author for approval or the roles identified within the above Authority to Publication section of these Handling Instructions
Movement [Internal Email]	The document can be sent through the use of the: 1 MPS AWARE - internal email service. 2 Rivus Fleet Solutions Limited - internal email service to OFFICIAL, <u>ONLY</u> where additional security measures have been applied (i.e. as a minimum password protected, etc.) 3 Other contracted suppliers – as per the above measures as it relates to your own internal email service
Movement [External Email]	This document Must Not be sent using (or to) an external email service unless it is: • Over a trusted/ approved secure network (i.e. police national network [pnn]; government secure intranet [gsi.]; criminal justice secure mail [cjsm]) • A secure email service that is MPS approved as it uses Foundation Grade encryption technology to protect data in transit (e.g. a secure email product such as Egress Switch or via TLS 1.2 etc.) If it is not possible to send this document via a secure email service as outlined above, then when sending to a non-secure email address you Must protect the document through the use of an appropriate commercial product - [e.g. WinZip – choosing the 256-bit encryption/ password]. However, note that WinZip should only be used on an occasional basis and not for regular information sharing.
Disposal Information of [Paper Copies]	The document is to be disposed of securely in the following manner: • Using a cross cutting shredder in order to prevent document reconstruction • If within MPS premises - it is permitted to place the document within an 'Official' (formerly known as 'Restricted') waste' sack where you are sure that the sack will be kept secure when unattended. Otherwise, use the above method of disposal. <u>For those personnel with access to the MPS AWARE infrastructure and are located within an MPS building, refer also to the guidance provided within the MPS' Intranet site re: the use of these waste sacks.</u>
Disposal Information of [Other Formats]	Any electronic copies/ versions of this document (i.e. on USBs, DVDs, CDs, ICT system) which have been identified for destructions, are to be disposed of securely in the following manner: • If the document is being processed/ reviewed, etc. on the MPS AWARE infrastructure (i.e. email attachment, S or H drives, etc.) the document/ email delete function is sufficient

To maintain the secure handling of this document, the below Handling Instructions MUST be read and complied with as part of your responsibilities in receiving this document. These instructions replace all other previous instructions which may have formed part of this document	
	- If the document is being processed/ reviewed etc. on a non-AWARE solution (i.e. the supplier's infrastructure/ system), then when deleting, this is to be done securely by either: - overwritten/ sanitised to a Authority standard with use of approved software where data is effectively erased or made extremely difficult to reconstruct A <u>Authority</u> standard would be equivalent to the advice in HMG IA Policy No. 5 – Secure Sanitisation. Further guidance in regards to this can be found within the MPS' GSC Doc 2 policy or consulting with the Author, or the MPS' Information Assurance Unit (IAU) or the Digital Policing Head of Security Delivery
Disclosure	This document can only be disclosed to those personnel as outlined with the above Information Access [permission] section of these Handling Instructions. Please also refer to the above Authority for Publication section of these Handling Instructions for further contact/ approval.
Information Sharing	Apart from the requirement outlined within the above Information Access [permission] and the Authority for Publication sections of these Handling Instructions, this document does not form part of an Information Sharing Agreement and must not be included as part of any such Agreement, now or in the future without prior approval
Security Incident	Any loss or compromise of MPS information must be reported as a security incident in line with the corporate reporting arrangements mandated by Met HQ Information Assurance Unit (IAU). It should also be noted that any loss of personal data may necessitate a referral to the Information Commissioner's Officer within 72 hours of discovery (Data Protection Act 2018) As such, a compromise as it relates to the proper Handling of this document as outlined within the above instructions, shall be treated as a Breach of Security which must be reported at the earliest opportunity to the <state supplier's> Operational Security Manager or Designated Security Coordinator.
Contact Details	For further guidance/ feedback in regards to the secure handling of this document, please contact: Name: (Rivus Fleet Solutions Limited – Operational Security Manager) Email Address: Phone/ Mobile Number: Name: Helen Williams (Digital Policing – Operational Security Manager) Email Address: Phone/ Mobile Number:

APPENDIX 4

Declaration of Compliance

The security requirements and obligations set out in the Authority Security Requirements in this Security Schedule have been fully and clearly understood and this Declaration of Compliance confirms that Rivus Fleet Solutions Limited will comply fully with those requirements and obligations (as applicable).

The details of the appropriate security measures for all sites, organisations, procedures and personnel falling under the requirements of the Authority Security Requirements in this Security Schedule have been fully disclosed to the Authority.

This Declaration of Compliance confirms the Authority right to audit all and any systems, sites, personnel and/or organisations at any time with or without prior notice.

The signatory, below, is fully authorised to by Rivus Fleet Solutions Limited to provide this Declaration of Compliance.

Organisation Name	
Representative Name	
Representative Position	
Signed	
Date	

25. Staff Transfer Schedule

1 Definitions

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Employee Liability	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Authority or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; (f) claims whether in tort, contract or statute or otherwise; any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation
Former Supplier	a supplier supplying the Services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor)
Partial Termination	the partial termination of the relevant Agreement to the extent that it relates to the provision of any part of the Services as further provided for in clause 50 (Termination) of the Agreement
Relevant Transfer	a transfer of employment to which the Employment Regulations applies
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part 4: Pensions in this Schedule, shall include the Commencement Date, where appropriate
Replacement Sub-contractor	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor)
Replacement Supplier	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);

Service Transfer	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor
Service Transfer Date	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires
Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date
Supplier's Provisional Supplier Personnel List	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier
Staffing Information	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other employee liability information as such term is defined in regulation 11 of the Employment Regulations
Transferring Authority Employees	those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date
Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date

Transferring Supplier Employees those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date

2 Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3 Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Agreement:

- 3.1 Part 2 (Staff Transfer At Commencement Date – Transfer From Former Supplier)
- 3.2 Part 4 (Pensions)
 - 3.2.1 Appendix A (CSPS)
 - 3.2.2 Appendix B (NHSPS)
 - 3.2.3 Appendix C (LGPS)
- 3.3 Part 5 (Staff Transfer on Exit)

Part 1: Staff Transfer at the Commencement Date

Purposely left blank as not applicable for this Agreement

Part 2: Staff Transfer at the Commencement Date

Transfer from a former Supplier on re-procurement

1 What is a relevant transfer

1.1 The Authority and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2 Indemnities given by the Former Supplier

2.1 Subject to paragraph 2.2 below, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.2 The indemnities in paragraph 2.1 above shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to paragraphs 2.4 and 2.5 below, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any notified Sub-contractor pursuant to the Employment Regulations then:

- 2.3.1 the Supplier will within ten (10) Working Days of becoming aware of that fact notify the Authority and the relevant Former Supplier in writing;
- 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in paragraph 2.3.2 above no such offer has been made, or such offer has been made but not accepted, the Supplier may within ten (10) Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with paragraphs 2.3.1 to 2.3.4 in this Part 2, the Authority shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in paragraph 2.3.

2.4 The indemnity in paragraph 2.3 above shall not apply to any claim:

- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time

workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in paragraph 2.3 above shall not apply to any termination of employment occurring later than three (3) months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in paragraph 2.3 above, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3 Indemnities the Supplier must give and its obligations

3.1 Subject to paragraph 3.2 below, the Supplier shall indemnify the Authority, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee occurring on or after the Relevant Transfer Date.

3.2 The indemnities in paragraph 3.1 above shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part 4: Pensions in this Schedule.

4 Information the Supplier must give

The Supplier shall promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 Cabinet Office requirements

5.1 The Supplier shall comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance **Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999**; (iii) HM Treasury's guidance: **Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues** of June 2004; and/or (iv) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in paragraph 5.1 above shall be agreed in accordance with the Change Control Procedure.

6 Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part 2 of this Schedule, where in this Part 2 of this Schedule the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7 Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees;
and

7.1.2 the provisions in Part 4: Pensions in this Schedule.

Part 3: No Staff Transfer on the Commencement Date

Purposely left blank as not applicable for this Agreement

Part 4: Pensions**1 Definitions**

In this Part 4 of this Schedule the following words have the following meanings and they shall supplement paragraph 1 (Definitions) in this Schedule, and shall be deemed to include the definitions set out in the Appendices:

Actuary	a Fellow of the Institute and Faculty of Actuaries
Admission Agreement	means either or both of the CSPA Admission Agreement (as defined in: CSPA or the LGPS Admission Agreement as defined in: LGPS), as the context requires
Broadly Comparable	(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and Broad Comparability shall be construed accordingly
CSPA	the schemes as defined in Appendix A to this Part 4 of this Schedule
Fair Deal Employees	those: (a) Transferring Authority Employees; and/or (b) Transferring Former Supplier Employees; and/or (c) employees who are not Transferring Authority Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Part 2 of this Schedule (d) where the Former Supplier becomes the Supplier those employees who at the Commencement or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Authority
Fair Deal Schemes	means the relevant Statutory Scheme or a Broadly Comparable pension scheme

Fund Actuary	means Fund Actuary as defined in Appendix C to this Part 4 of this Schedule
LGPS	the schemes as defined in Appendix C to this Part 4 of this Schedule
NHSPS	the schemes as defined in Appendix B to this Part 4 of this Schedule
New Fair Deal	the revised Fair Deal position set out in the HM Treasury guidance: Fair Deal for Staff Pensions: Staff Transfer from Central Government issued in October 2013 including: (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Appendix A to Appendix C to this Part 4 of this Schedule inclusive as notified to the Supplier by the Authority
Statutory Schemes	means the CSPA, NHSPS or LGPS

2 Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Appendix A: CSPA, Appendix B: NHSPS and/or Appendix C: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3 Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Authority:
 - 3.1.1 to provide all information which the Authority may reasonably request concerning matters referred to in this Part 4 of this Schedule as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part 4 of this Schedule without the consent in writing of the Authority (such consent not to be unreasonably withheld or delayed).

4 Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Authority to indemnify and keep indemnified NHS Pensions the Authority and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part 4 of this Schedule, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the NHS Pensions, the Authority and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Agreement; or

4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part 4 of this Schedule before the date of termination or expiry of this Agreement.

4.3 The indemnities in this Part 4 of this Schedule and its Appendices:

4.3.1 shall survive termination of this Agreement; and

4.3.2 shall not be affected by the caps on liability contained in clause 36 (Liabilities) of the Agreement.

5 What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to this Part 4 of this Schedule and any dispute between the Authority and the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part 4 of this Schedule and its Appendices shall in the absence of agreement between the Authority and the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the Authority and the Supplier; and

5.1.3 whose expenses shall be borne equally by the Authority and the Supplier unless the independent Actuary shall otherwise direct.

6 Other people's rights

6.1 The parties agree clause 62 (Third Party Rights) of the Agreement does not apply and that the CRTPA applies to this Part 4 of this Schedule to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part 4 of this Schedule, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7 What happens if there is a breach of this Part 4 of this Schedule

7.1 The Supplier agrees to notify the Authority should it breach any obligations it has under this Part 4 of this Schedule and agrees that the Authority shall be entitled to terminate its Agreement for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part 4 of this Schedule; or

7.1.2 commits a breach of any provision or obligation it has under this Part 4 of this Schedule which, where capable of remedy, it fails to remedy within a reasonable time and in any event within twenty eight (28) days of the date of a notice from the Authority giving particulars of the breach and requiring the Supplier to remedy it.

8 Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Agreement, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-contractor shall:

8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the **New Employer**) complies with the provisions of this Part 4 of this Schedule and its Appendices

provided that references to the **Supplier** will become references to the New Employer, references to **Relevant Transfer Date** will become references to the date of the transfer to the New Employer and references to **Fair Deal Employees** will become references to the Fair Deal Employees so transferred to the New Employer.

9 What happens to pensions if this Agreement ends

The provisions of Part 5: Staff Transfer on Exit (Mandatory) in this Schedule apply in relation to pension issues on expiry or termination of this Agreement.

10 Broadly Comparable Pension Schemes

10.1 If either:

- 10.1.1 the terms of any of paragraphs 2.2 of Appendix A in this Schedule, 5.2 of Appendix B in this Schedule and or 4 of Appendix C in this Schedule apply; and/or
- 10.1.2 the Authority agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Authority.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of paragraph 10.1 above, the Supplier shall (and shall procure that any of its Sub-contractors shall):

- 10.2.1 supply to the Authority details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than twenty eight (28) days before the Relevant Transfer Date;
- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Authority may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service (**Shortfall**), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

- 10.2.6 indemnify the Authority and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under paragraph 10.2.5 above.

Appendix A to Part 4**CSPS****1 Definitions**

1.1 In this Appendix A: CSPS to 4: Pensions, the following words have the following meanings:

CSPS Admission Agreement	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services
CSPS Eligible Employee	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement
CSPS Fair Deal Employee	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal
CSPS	(a) the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) ill health Benefits Arrangements and (ii) death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and (b) alpha introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014

2 Future service benefits

2.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub- contractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Agreement or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Sub-contractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

2.2 If the Supplier and/or any of its Sub-contractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 above but the CSPS Admission Agreement is terminated during the term of this Agreement for any reason at a time when the Supplier or Sub-contractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Sub-contractors shall) at no extra cost to the Authority, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of paragraph 10 of Part 4 of this Schedule.

Appendix B To Part 4**NHSPS****1 Definitions**

In this Appendix B: NHSPS to 2: Pensions, the following words have the following meanings:

NHSPS Fair Deal Employees means other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Authority, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Authority, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier)
- (c) and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services)

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an **open** Direction Letter/Determination or other NHSPS **access** facility but who has never been employed directly by the Authority, an NHS Body or other body which participates automatically in the NHSPS is not an NHSPS Fair Deal Employee

NHS Body has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012

NHS Pensions NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS

NHSPS the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations

NHS Pension Scheme Regulations	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time
NHS Premature Retirement Rights	rights to which any NHSPS Fair Deal Employee (had they remained in the employment of the Authority, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time
Pension Benefits	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme

2 Membership of the NHSPS

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub- contractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Agreement or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Agreement.
- 2.2 Where it is not possible for the Supplier and/or any of its Sub-contractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Provider must ensure that:
 - 2.2.1 all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
 - 2.2.2 the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Supplier must supply to the Authority a complete copy of each Direction Letter/Determination within five (5) Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Supplier must ensure (and procure that each of its Sub-contractors (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.

2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with paragraph 2.3 above are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

2.7 The Supplier will (and will procure that its Sub-contractors (if any) will) provide any indemnity, bond or guarantee required by NHS Pensions in relation to a Direction Letter/Determination.

3 NHS premature retirement rights

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Authority, an NHS Body or other employer which participates automatically in the NHSPS.

4 NHS broadly comparable employees

The Supplier shall (and procure that its Sub-contractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part 4 in this Schedule. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5 below.

5 Breach and cancellation of any direction letter/determination(s)

5.1 The Supplier agrees that the Authority is entitled to make arrangements with NHS Pensions for the Authority to be notified if the Supplier (or its Sub-contractors) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Authority in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter/Determination.

5.2 If the Supplier (or its Sub-contractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Sub-contractor, as appropriate) shall offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 10 of Part 4 in this Schedule.

6 Compensation

6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:

6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or

6.1.2 a Broadly Comparable pension scheme,

the Authority may in its sole discretion permit the Supplier (or any of its Sub- contractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub- contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Authority determining whether the level of compensation offered is reasonable in the circumstances.

6.2 This flexibility for the Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Authority's right to terminate the Agreement under paragraph 7 (Breach) of Part 4 in this Schedule.

7 Supplier indemnities

The Supplier must indemnify and keep indemnified the Authority and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits

and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

Appendix C to Part 4**Local Government Pension Schemes (LGPS)****1 Definitions**

- 1.1 In this Appendix C: LGPS to Part 4: Pensions in this Schedule, the following words have the following meanings and they shall supplement paragraph1 (Definitions) in this Schedule:

Administering Authority	in relation to the Fund, the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013
Fund Actuary	the actuary to a Fund appointed by the Administering Authority of that Fund
Fund	a pension fund within the LGPS
LGPS	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme
LGPS Admission Agreement	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013
LGPS Admission Body	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013)
LGPS Eligible Employees	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
LGPS Regulations	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS

2 Supplier must become a LGPS admission body

- 2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3 Right of set-off

The Authority shall have a right to set off against any payments due to the Supplier under the Agreement an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4 Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5 Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Part 5: Staff Transfer on Exit**1 Obligations before a Staff Transfer**

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Agreement;
 - 1.1.3 the date which is twelve (12) months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any six (6) month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor
- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees; and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 above for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to paragraphs 1.1 and 1.2 above shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in paragraph 1.1.1, 1.1.2 and 1.1.3 above, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Authority (acting reasonably):
- 1.5.1 Not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
 - 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
 - 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
 - 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
 - 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

Staff Transfer Schedule**Contract 1**

- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.8 give the Authority and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Authority, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Authority and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11 not for a period of twelve (12) months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier (unless otherwise instructed by the Authority (acting reasonably)), however, this clause 1.5.11 shall not preclude the Supplier's rights to:
- (i) make generalised searches for employees by the use of advertisements in the media (including by any recruitment agency),
 - (ii) hire any employee of the Authority and/or the Replacement Supplier who approaches the Supplier on an unsolicited basis; or
 - (iii) solicit for employment or hire any such employee who has already ceased to be employed by the Authority and/or the Replacement Supplier;
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Agreement (including without limitation identification of the Fair Deal Employees);
- 1.5.15 promptly provide to the Authority such documents and information which the Authority may reasonably request in advance of the expiry or termination of this Agreement; and
- 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Agreement.
- 1.6 On or around each anniversary of the Commencement Date and up to four (4) times during the last twelve (12) months of the Term, the Authority may make written requests to the Supplier for

information relating to the manner in which the Services are organised. Within twenty (20) Working Days of receipt of a written request the Supplier shall provide such information as the Authority may reasonably require which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part 4: Pensions in this Schedule); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2 Staff Transfer when the Agreement ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Authority and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part 4: Pensions in this Schedule).
- 2.3 Subject to paragraph 2.4 below, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in paragraph 2.3 above shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to paragraphs 2.6 and 2.7 below, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation

to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then:

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within ten (10) Working Days of becoming aware of that fact, notify the Authority and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within twenty (20) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in paragraph 2.5.2 above no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within ten (10) Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with paragraphs 2.5.1 to 2.5.4 in this Part 5, the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in paragraph 2.5.

- 2.6 The indemnity in paragraph 2.5 above shall not apply to:
 - 2.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
 - 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in paragraph 2.5 above shall not apply to any termination of employment occurring later than three (3) months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in paragraph 2.5 above, such person shall be treated as a Transferring Supplier Employee and paragraph 2.5 above shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10 Subject to paragraph 2.9 above, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in paragraph 2.10 above shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as

applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with paragraph 2.5 above (and subject to the limitations set out in paragraphs 2.6 and 2.7 above).

26. Standards Schedule

1 Definitions

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Bronze Level	means the ITIL Software Scheme award for the processes for which the Supplier software tool meets the assessment criteria, demonstrating ITIL compliance to functionality, automation and documentation.
Standards	means the policies set out in this schedule
Suggested Challenge	means a submission to suggest the adoption of new or emergent standards

2 General

2.1 Throughout the term of this Agreement, the parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Authority's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Authority's receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

2.4 Supplier shall be responsible for the distribution of the Standards including any new or emergent standard in this Schedule to its Key Personnel, Personnel and if applicable individual contractor(s).

3 Technology and digital services practice

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

4 Open data standards & standards hub

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

4.2 The Supplier shall, when implementing or updating a technical component or part of the Licensed Software or Supplier solution as set out in the Supplier Solution Schedule of this Agreement where there is a requirement under this Agreement or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>).

- 4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Agreement is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under paragraph 4.1 above to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

5 Technology architecture standards

- 5.1 The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice.

6 Accessible digital standards

- 6.1 The Supplier shall comply with (or with equivalents to):
- 6.1.1 the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and
 - 6.1.2 ISO/IEC 13066-1: 2011 Information Technology - Interoperability with assistive technology (AT) - Part 1: Requirements and recommendations for interoperability.

7 Service management software & standards

- 7.1 Subject to paragraphs 2 to 4 (inclusive) above, the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
- 7.1.1 ITIL v4 2019;
 - 7.1.2 ISO/IEC 20000-1 2018 **ITSM Specification for Service Management**;
 - 7.1.3 ISO/IEC 20000-2 2019 **ITSM Code of Practice for Service Management**;
 - 7.1.4 ISO 10007:2017 **Quality management systems - Guidelines for configuration management**; and
 - 7.1.5 BS ISO 22313:2012 **Societal security for Business Continuity Management** and,
 - 7.1.6 ISO/IEC 27031:2011, ISO 22301:2019 and ISO/IEC 24762:2008 in the provision of **IT Service Continuity Strategy** or **Disaster Recovery** plans.

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

8 Environmental standards

- 8.1 The Supplier warrants that it has obtained ISO 14001 (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Term. The Supplier shall follow a sound environmental management policy, ensuring that the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.
- 8.2 The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).
- 8.3 The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.

8.4 The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.

8.5 The Supplier shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document **Greening Government: ICT Strategy issue (March 2011)** at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

9 Hardware safety standards

9.1 The Supplier shall comply with those British Standard (BS) or other standards relevant to the provision of the Services, including the following or their equivalents:

- 9.1.1 any new hardware required for the delivery of the Services (including printers), shall conform to BS EN 62368-1:2014 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- 9.1.2 any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN 60065:2014 or any subsequent replacements;
- 9.1.3 any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and
- 9.1.4 any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.

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

10 Quality plans

10.1 The Supplier shall ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it.

11 Standards specific to provision of repair and maintenance services

11.1 The Supplier shall operate to the requirements of current legislation regulations and directives applicable to the delivery of the Services.

12 Standards specific to fair employment practices

12.1 During the Term of this Agreement, the Supplier shall work towards gaining accreditation to the London Mayor's "Good Work Standard".

13 National, European and International Standards

During the Term of this Agreement the Supplier shall work towards obtaining and operating to one or more of the following accreditations:

- a) IATF 16949:2016 Automotive Quality Management - Requirements; or to its equivalent, or its successor;
- b) ISO 9001: 2015 Quality Management Systems - Requirements; or to its equivalent, or its successor;
- c) ISO/IEC 27001:2013 Information technology - Security techniques - Information security management systems - Requirements; or to its equivalent, or its successor;
- d) ISO 14001:2015 Environmental management systems - Requirements with guidance for use; or to its equivalent, or its successor;

- e) ISO 22301: 2019 Security and resilience - Business continuity management systems – Requirements; or to its equivalent, or its successor; or
- f) BS OHSAS 18001 - Occupational Health and Safety Management (OHS); or to its equivalent, or its successor.

27. Value for Money Schedule**1 Definitions**

1.1 In this Schedule, unless set out in paragraph 1.2 below, capitalised expressions shall have the meanings set out in clause 1 (Definitions and interpretation) of the Agreement.

1.2 Notwithstanding paragraph 1.1 above, the following definitions shall apply:

Benchmarked Rates	the Charges for the Benchmark Services
Benchmark	a neutral and independent third party with knowledge and experience of financial matters in relation to the Benchmark Services
Benchmark Review	a review of the Services carried out in accordance with this Schedule to determine whether those Services represent Good Value
Benchmarked Services	any Services included within the scope of a Benchmark Review pursuant to this Schedule
Comparable Rates	rates payable by the Comparison Group for Comparable Services that can be fairly compared with the Charges
Comparable Services	Services that are identical or materially similar to the Benchmark Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark
Comparison Group	a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations
Equivalent Data	data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group
Good Value	that the Benchmark Rates are within the Upper Quartile
Upper Quartile	in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services

1.3 The Supplier acknowledges that the Authority wishes to ensure that the Services, represent value for money to the taxpayer throughout the Term.

1.4 This Schedule sets to ensure the Agreement represents value for money throughout and that the Authority may terminate the Agreement by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraph 2 of this Schedule.

1.5 Amounts payable under this Schedule shall not fall with the definition of Charges.

2 Benchmarking

2.1 How benchmarking works:

- 2.1.1 The Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Services.
- 2.1.2 The Authority shall not be entitled to request a Benchmark Review during the first six (6) month period from the Commencement Date or at intervals of less than twelve (12) months after any previous Benchmark Review.
- 2.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmark Services are, individually and/or as a whole, Good Value.
- 2.1.4 The Services that are to be the Benchmark Services will be identified by the Authority in writing.

- 2.1.5 Upon its request for a Benchmark Review the Authority shall nominate a Benchmarker. The Supplier must Approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Authority may propose an alternative Benchmarker. If the parties cannot agree the appointment within twenty (20) Working Days of the initial request for Benchmark review then a Benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 2.1.6 The cost of a Benchmarker shall be borne by the Authority (provided that each party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Services are not Good Value, in which case the parties shall share the cost of the Benchmarker in such proportions as the parties agree (acting reasonably). Invoices by the Benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Authority.
- 2.2 Benchmarking Process
- 2.2.1 The Benchmarker shall produce and send to the Authority, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the Benchmarker will scope and identify the Comparison Group.
- 2.2.2 The Benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 2.2.3 The Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the Benchmarker and the Supplier whether it Approves the draft plan, or, if it does not Approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the Benchmarker must produce an amended draft plan and this paragraph 2.2.3 shall apply to any amended draft plan.
- 2.2.4 Once both parties have Approved the draft plan then they will notify the Benchmarker. No party may unreasonably withhold or delay its Approval of the draft plan.
- 2.2.5 Once it has received the Approval of the draft plan, the Benchmarker shall:
- (a) (finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Benchmarker's professional judgment using:
 - (i) market intelligence;
 - (ii) the Benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to paragraph 2.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in paragraph 2.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 2.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

2.2.7 In carrying out the benchmarking analysis the Benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the Agreement terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

2.3 Benchmarking Report

2.3.1 for the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the Benchmarker following the Benchmark Review and as further described in this Schedule;

2.3.2 the Benchmarker shall prepare a Benchmarking Report and deliver it to the Authority, at the time specified in the plan Approved pursuant to paragraph 2.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
- (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Authority can interpret and understand how the Benchmarker has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.

The parties agree that any changes required to this Agreement identified in the Benchmarking Report shall be implemented at the direction of the Authority in accordance with the Change of Control Procedure.

28. Supplier Solution Schedule**1 Definitions**

- 1.1 Capitalised expressions defined in clause 1 (Definitions and interpretation) of the Agreement apply to this paragraph 1 (Definitions) and paragraph 2 (Supplier Solution).

2 Supplier Solution

- 2.1 This Supplier Solution Schedule details the Supplier's bid submission in response to the Authority's Statement of Requirement (described in the Services Description Schedule of this Agreement).

- 2.2 This Supplier Solution Schedule comprises the following documents from Supplier's bid for this submitted to the Authority on 31st July 2022 (the Bid Submission Date):

- (a) Appendix 1 – Response to Annex D (Technical);
- (b) Appendix 2 – Response to Annex E (Health and Safety);
- (c) Appendix 3 – Response to Annex F (Security);
- (d) Appendix 4 – Response to Annex G (Business Continuity and Disaster Recovery);
- (e) Appendix 5 – Response to Annex H (Social Value and Responsible Procurement);
- (f) Appendix 6 – Response to Annex I (Environmental);
- (g) Appendix 7 – Response to Annex I2 (Carbon Reduction Plan);
- (h) Appendix 8 – Response to Annex J (HR and Staffing);
- (i) Appendix 9 – Response to Annex K (Commercial Information).

- 2.3 The Supplier Solution is subject to change in line with any change to the Authority's Statement of Requirement. Any changes will be made in accordance with the Change Control Procedure.

Appendix 1

Annex D to Rivus ITN Response – Technical

**ANNEX D - TECHNICAL
RESPONSE DOCUMENT**

**PROCUREMENT 1 – EMERGENCY RESPONSE VEHICLE
REPAIR**

(Portal Reference Number: 539)

Annex D – Technical

The marks available for each question in this section are detailed below:

Annex	Title	Question	Individual Weighting for Sub-Criteria	Max individual weighted score
D	Technical	D1	20%	8.0%
		D2	20%	8.0%
		D3	20%	8.0%
		D4	20%	8.0%
		D5	20%	8.0%
		Total	100%	40.0%

D1	Capacity Planning and Resource Management
Guide	Maximum 1,250 words

The Authority requires the successful provider to deliver a solution that will provide a proactive, efficient and seamless service delivery. Please describe how your solution will ensure the required capacity to deliver your contracted SMR&I service at all times.

Response guidance:

Your response must be succinctly structured to include, but not limited to the following:

- Proposed workflows and/or descriptive narrative to demonstrate a clear and unequivocal commitment to **ensuring the required SMR&I capacity**. This shall include, but not be limited to:
 - Scheduled SMR&I capacity;
 - Unscheduled SMR&I capacity;
 - Capacity to meet planned and unplanned surge events.
- A description of the elements of your service you may outsource and a narrative of how you will ensure compliance with Annex A Statement of Requirement and the **upholding of quality standards throughout your wider supply chain** at all times.
- A description of how service provision will be undertaken proactively to **ensure attainment of vehicle Uptime targets**, including leading indicators and escalation routes prior to service degradation and/or failure.
- A commitment to, and description of the specific aspects of your SMR&I service that you will measure and track **to optimise overall service delivery** with respect to turn-around times and resource management.

Your response should demonstrate a clear understanding of the specification and compliance with Annex A1 to A15 Technical Standards. Please note, the above response guidance bullet-points should be clearly covered in your response to this question, but do not have discrete weightings.

Reference documents:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following documents; however, this should not be considered an exhaustive list for the purpose of your response.

- Annex B1 Compliance Tracker Technical.
- Performance Regime Schedule.

Benefits of our solution	
Experience in managing mission-critical fleets (80,000 vehicles)	Access to unrivalled data insights that maximise vehicle uptime, ensure compliance, manage costs
Owned UK-wide garage network	Expertise and industry-leading service delivery (vehicle uptime)

Rivus has managed SMR&I for mission-critical fleets for over 20 years, managing over 225,000 SMR&I events per annum with high percentage of vehicle uptime (Figure_1).

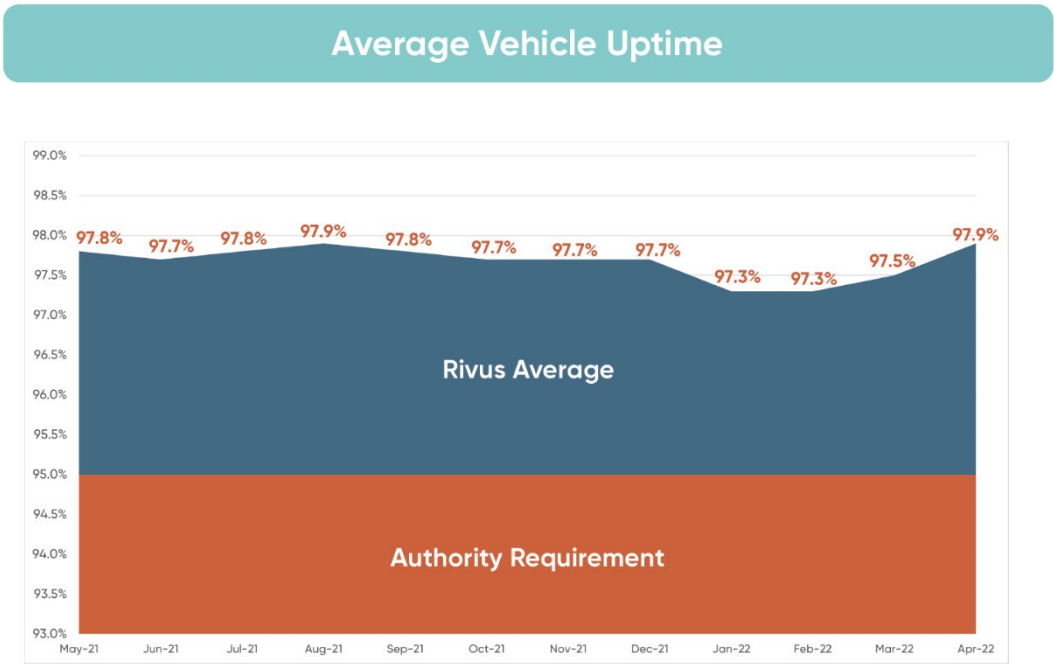
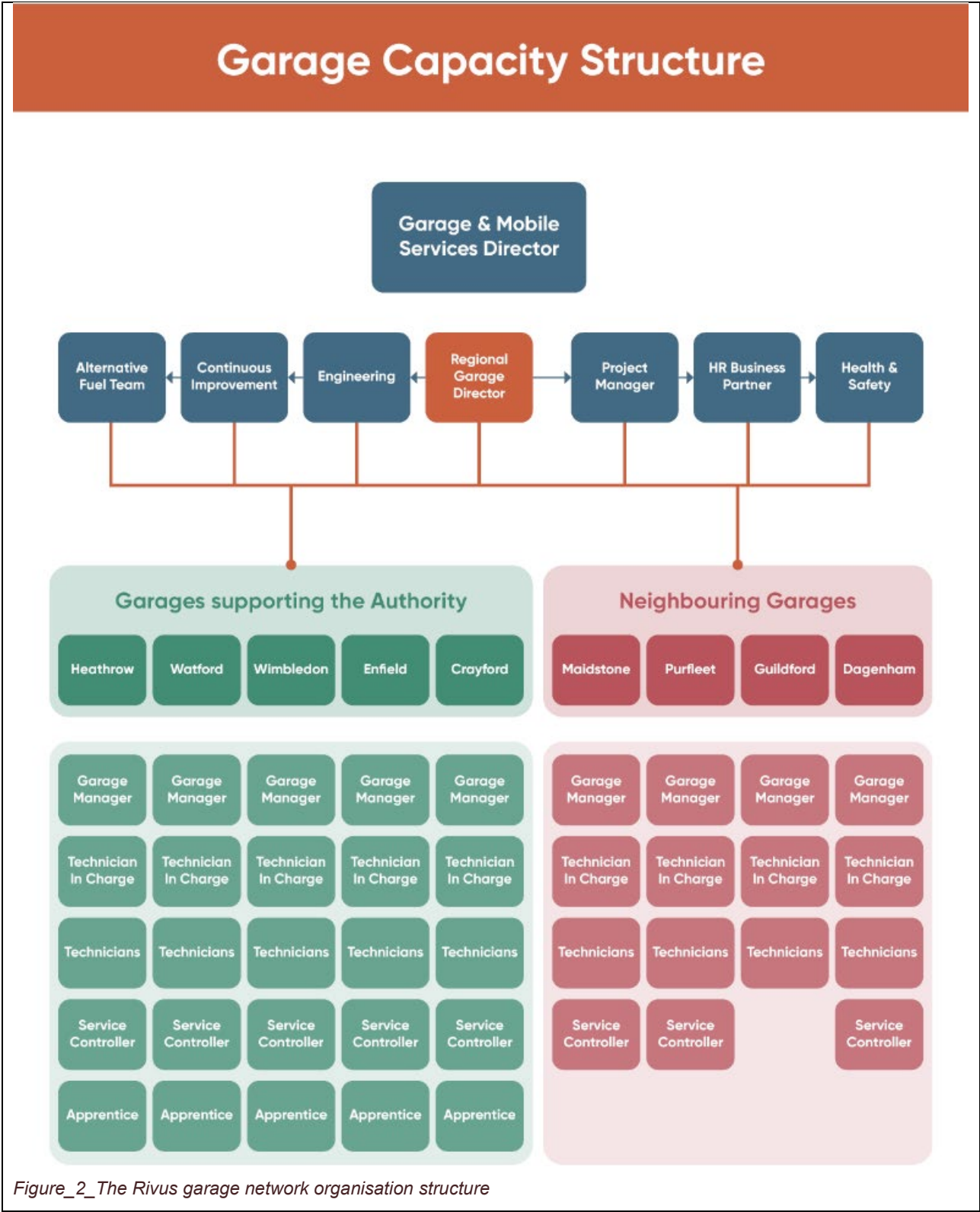


Figure_1_Our vehicle uptime figures on comparable fleets

The garage management team will lead our emergency response vehicle repair service managing over 100 technicians (excluding TUPE) to ensure the day-to-day running of the function, see Figure_2.

Our solution includes five security-compliant garages and technicians (**SOR_4.24-Annex_A1**), including mobile technicians who can deliver minor in-service repairs at the Authority’s premises and additional technicians from our wider garage network for unplanned surge events, Figure_3.



London Regional Garage Network



Figure 3 Our security-complaint garage network to provide SMR&I

We will deploy our ISO9001 accredited Quality Management System (QMS) to ensure we deliver SMR&I per **SOR_4.26** and **SOR_4.22**. Our QMS is audited annually or through a legislative change and amended and communicated accordingly.

Our proposed workflows to ensure the required SMR&I capacity

We will collaborate with the Systems Integrator (SI) to provide near real-time data showing available capacity. We take a proactive approach to capacity planning by reserving time for unscheduled SMR&I and unplanned surge events and adjusting resources where necessary.

Our Fleet Management System (FMS) will manage bookings and SMR&I, and data will be shared with the SI via our Boomi platform, see Figure_4. Our FMS will provide the SI with live job position information, including task notes and technical updates, to enable real-time vehicle progress.

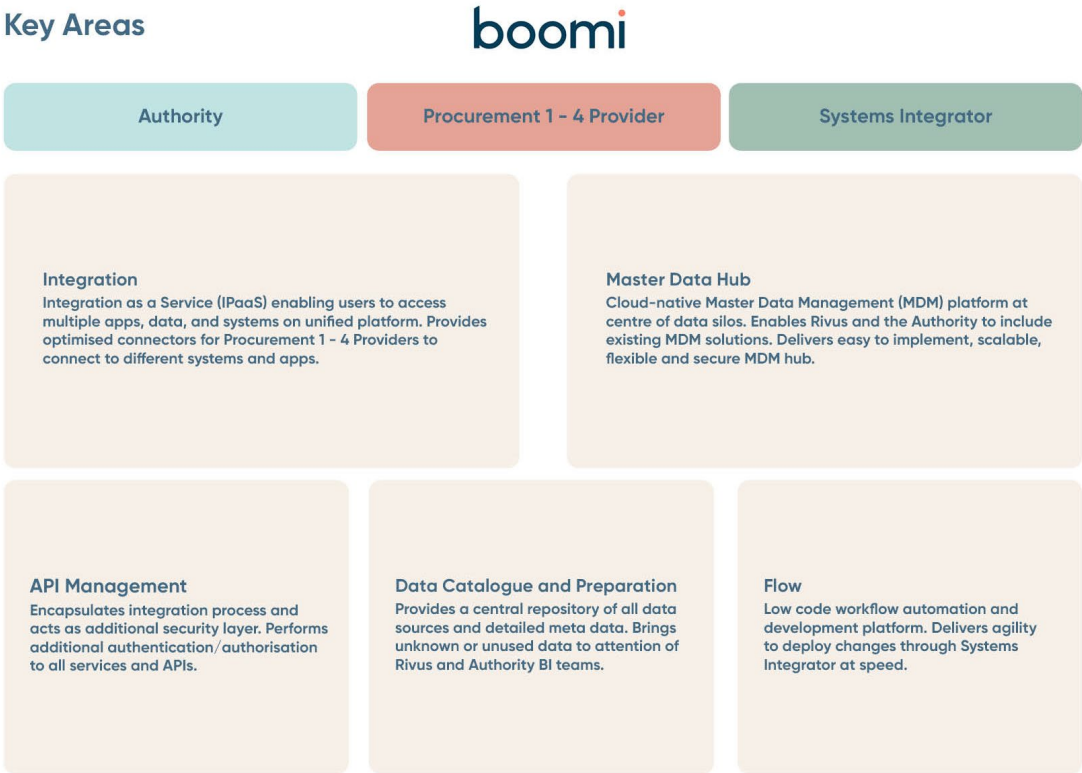


Figure_4_SI Interface will be managed through our Boomi platform

Our data analytics platform, Rivus Insights, will collect total unbooked hours by garage, determining capacity daily with absences removed, ensuring any available hours are visible. We will transfer this data to the SI through our Boomi interface, allowing the SI to view capacity in each garage, ensuring bookings can be made at the nearest garage, thereby reducing asset movements, see Figure_5.

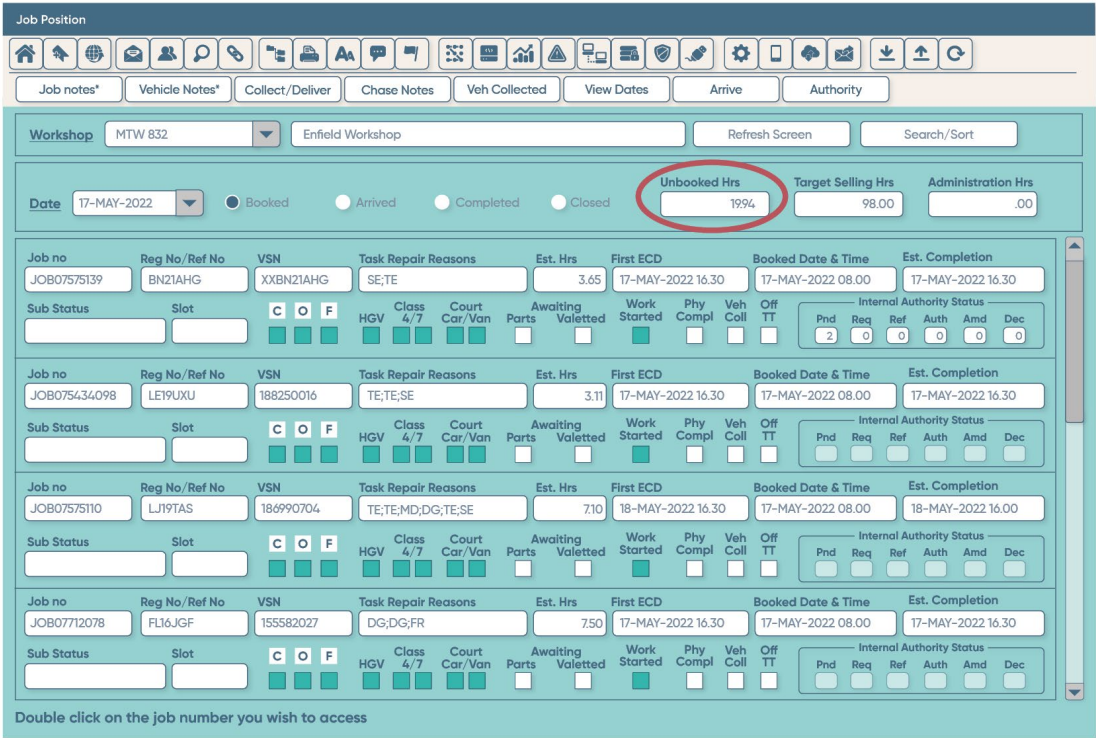


Figure_5_Our FMS will allow the SI to view unbooked hours to enable the effective assignment of vehicle maintenance events

We will collaborate with the SI and utilise our parts strategy to ensure efficient use of each booking, supporting a right-first-time fix and protecting capacity for all events, ensuring full compliance with **SOR_4.6** and **SOR_4.7**.

Scheduled SMR&I capacity

We will analyse all data to identify high-volume SMR&I and make informed decisions about maintenance methods and parts strategy. We will conduct trend-analysis based on customer surges to plan our capacity effectively, enabling the delivery of scheduled SMR&I to meet vehicle uptime.

We will conduct the Authority-defined annual safety checks per **Annex_A9**. We have a robust supply chain of parts suppliers and specialist contractors to comply with **Annex_A9_Section_17.4**, **SOR_4.14**, **SOR_4.25** and **SOR_4.3**. Using Rivus Insights, we will hold imprest stock, fast-moving parts management and strategically placed stock provision to maintain vehicle uptime.

Vehicles will be cleaned before collection per **SOR_4.14** and charged to 80% where time permits (**SOR_4.24.2**).

Unscheduled SMR&I capacity

Working in collaboration with the SI, we will utilise historical data to identify potential unscheduled SMR&I, such as replacing brake discs and pads, and allocating a percentage of hours per garage to accommodate unscheduled SMR&I ensuring maximum vehicle uptime.

To improve future service delivery, our Continuous Improvement Team (CIT) will undertake a lessons learnt review after unscheduled events to identify improvement opportunities and share best practice with the SI and the Procurement 1-4 Providers.

Capacity to meet planned and unplanned surge events

Planned surge events - During periods of planned surge demand, our Project Manager will coordinate with the SI to identify opportunities to cluster SMR&I to maintain vehicle uptime per **SOR_4.11** and **SOR_4.5**.

We will ensure that sufficient security cleared resource (**Annex_A1**) from our wider garage network can be drafted in to assist surge events.

Unplanned surge events - Upon notification of an unplanned surge event, we will review the condition of vehicles within the SMR&I process and arrange for any vehicles to be rectified and returned to service.

We will coordinate with the SI to focus on undertaking the sufficient level of work required to allow vehicles returning to service to undertake the remaining repairs post-surge event.

Post-surge events – We will analyse data to improve our planning and processes for surge events, identify trends and lessons learnt feeding into continuous improvement projects and will be reviewed with the Authority quarterly.

Outsourced services, SOR compliance and upholding of quality standards throughout your wider supply chain

We will self-deliver 95% of our SMR&I service provision in-house. Areas likely to be outsourced include:

- Windscreens
- Manufacturer warranty work where agreements do not exist
- Specialist equipment

During mobilisation, we will proactively engage with Rivus Approved Partners to ensure they can accommodate the terms of the agreement and communicate details of operational processes (**Annex_A1_Section_6.1.5**). Once satisfied, we will inform the Authority of our proposed partners and await approval. We will schedule repeat unannounced audits throughout the term of the service to ensure all Authority requirements continue to be met.

We will conduct annual audits of existing Rivus Approved Partners to ensure compliance with the Statement of Requirement and Technical Specifications in areas including quality of work and employee competence to maintain vehicle uptime targets.

How our proactive service provision will ensure attainment of vehicle uptime targets

We will build an internal performance dashboard within Rivus Insights aligned with the Authority's Performance Regime Schedule. We will identify trends using data analysis to show early performance risk indicators, triggering our escalation process to the Regional Garage Director, allowing implementation of corrective measures.

We will deploy continuous improvement techniques, including weekly huddles to identify service improvements. Where these improvements directly impact the Authority, our CIT will work with the ICF to implement improvements in line with the Authority's Continuous Improvement Schedule (**SOR_18**).

Using available data and collaborating with the SI, we can review vehicle data, make recommendations on planning and ensure garages are prepared for specific vehicle events. We will include a stockholding of commonly used parts in the garage to expedite the SMR process (The cost of these parts are included as CapEx in the finance model and not counted in evaluation).

Elements of our SMR&I service we will measure and track to optimise overall service delivery

Using Rivus Insights and our FMS, we can track and measure data streams, as shown in Figure_6, ensuring that SMR&I are planned and completed on time and to the Authority standards.

Data Tracking From Our Fleet Management System

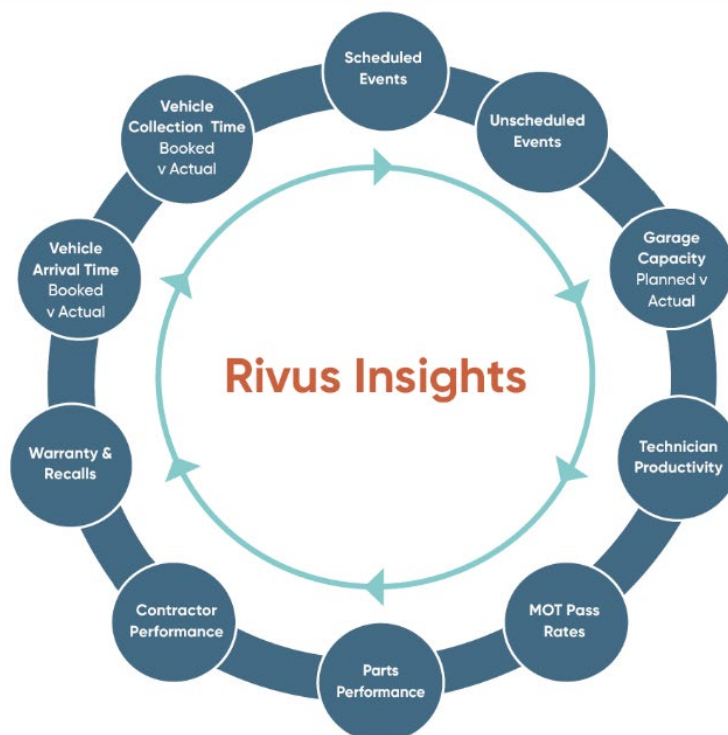


Figure_6_Data streams tracked and measured

Our FMS will track and measure technician productivity vs estimated labour hours. We will use this data to implement improvement measures to improve productivity, ensure vehicle uptime is maintained, and Performance Regime Schedule targets are continuously met.

Added-value from a single Rivus Procurement 1-5 solution

- A single management structure provides the Authority with increased efficiencies gained from single-point-of-contact removing multiple touchpoints with other Suppliers.
- Standardised systems platforms reduce development risk by removing multiple system integrations enabling consistent service delivery.
- Co-locating multiple service functions across our garage estate reduces vehicle movements, C&D costs, property costs and vehicle emissions.
- Fully integrated SMR&I and bodyshop garages will undertake small to medium 'dry and wet repairs' significantly increasing vehicle uptime.
- Integrated innovation projects will provide benefits across multiple business functions.
- A single view Mobilisation/Project Plan increases quick wins and minimises risk of delay.
- All parties aligned to the same objectives and core values.
- Joined-up BCDR Plan ensures end-to-end continuity of service.

Please refer to the uploaded 'Procurement_1-3_SMR&I_Overview_Video'.

Supplier Solution Schedule

Contract 1

D2	Methodology					
Guide	Maximum 1,250 words					
The Authority requires the successful provider to deliver a solution that will provide a proactive, efficient and seamless service delivery. Please describe how your solution will successfully deliver an SMR&I service that meets Annex A Statement of Requirement. Response guidance: Your response must be succinctly structured to include, but not limited to the following: • A clear and unequivocal commitment to working with the Procurement 5 Lot 1 provider to drive service quality and attainment of vehicle Uptime targets through the accurate and timely transfer of SMR&I data. • A proposed workflow and/or associated descriptive narrative to demonstrate how you will plan for and deliver SMR&I, whilst ensuring attainment of Uptime targets and quality for: ○ Scheduled vehicle repair events; ○ Unscheduled vehicle repair events; ○ Parts strategy. • A narrative to describe the processes and procedures you will implement to ensure the correct implementation throughout your organisation and that of your supply chain for: ○ The application of the Authority's technical standards; ○ Access to manufacturer's repair standards and instructions; ○ Managing manufacturer warranty claims and recalls; ○ Ensuring correct first time SMR&I. • A proposed workflow and/or associated descriptive narrative of how your proposed solution will support the accurate classification of cosmetic damage and driver influenced damage. • A proposed workflow and/or associated descriptive narrative to demonstrate how you will identify SMR&I non-conformities, fleet or vehicle wide abnormal wear/damage profiles, and investigate and prevent the recurrence of such occurrences. Your response should demonstrate a clear understanding of the specification and compliance with Annex A1 to A15 Technical Standards. Please note, the above response guidance bullet-points should be clearly covered in your response to this question, but do not have discrete weightings. Reference documents: Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following documents; however, this should not be considered an exhaustive list for the purpose of your response. • Annex B1 Compliance Tracker Technical. • Performance Regime Schedule.						
<table border="1"> <tr> <th colspan="2">Benefits of our solution</th> </tr> <tr> <td>Experience in managing mission-critical fleets (80,000 vehicles)</td> <td>Access to unrivalled data insights that maximise vehicle uptime, ensure compliance, manage costs</td> </tr> </table>			Benefits of our solution		Experience in managing mission-critical fleets (80,000 vehicles)	Access to unrivalled data insights that maximise vehicle uptime, ensure compliance, manage costs
Benefits of our solution						
Experience in managing mission-critical fleets (80,000 vehicles)	Access to unrivalled data insights that maximise vehicle uptime, ensure compliance, manage costs					

Owned UK-wide garage network	Expertise and industry-leading service delivery

Rivus has managed SMR&I for mission-critical fleets for over 20 years, managing over 225,000 SMR&I events per annum with high percentage of vehicle uptime (Figure_1).

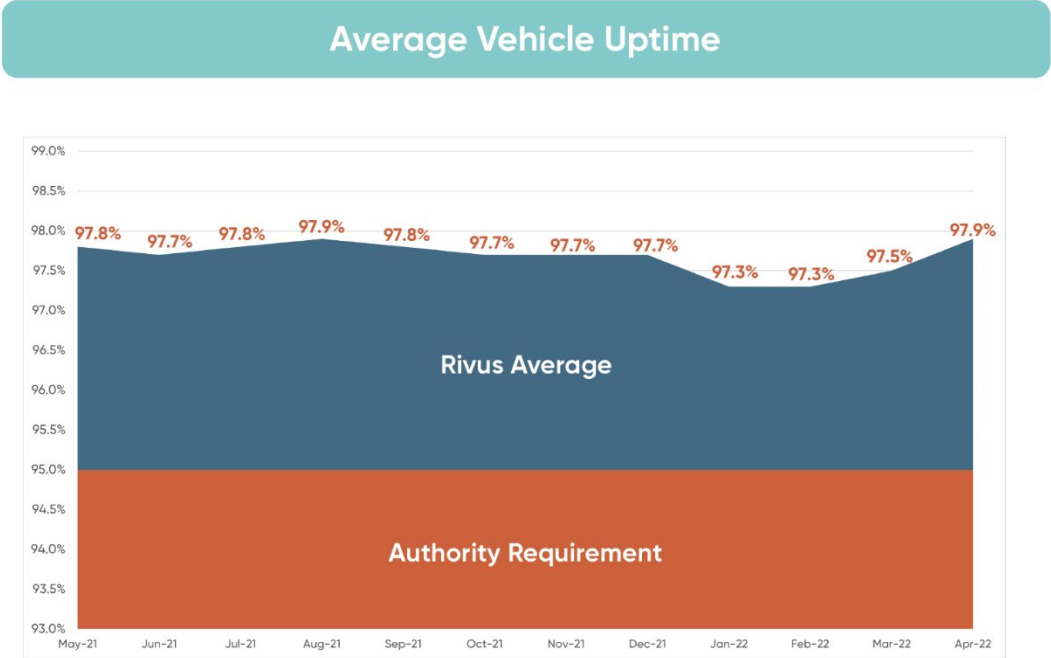
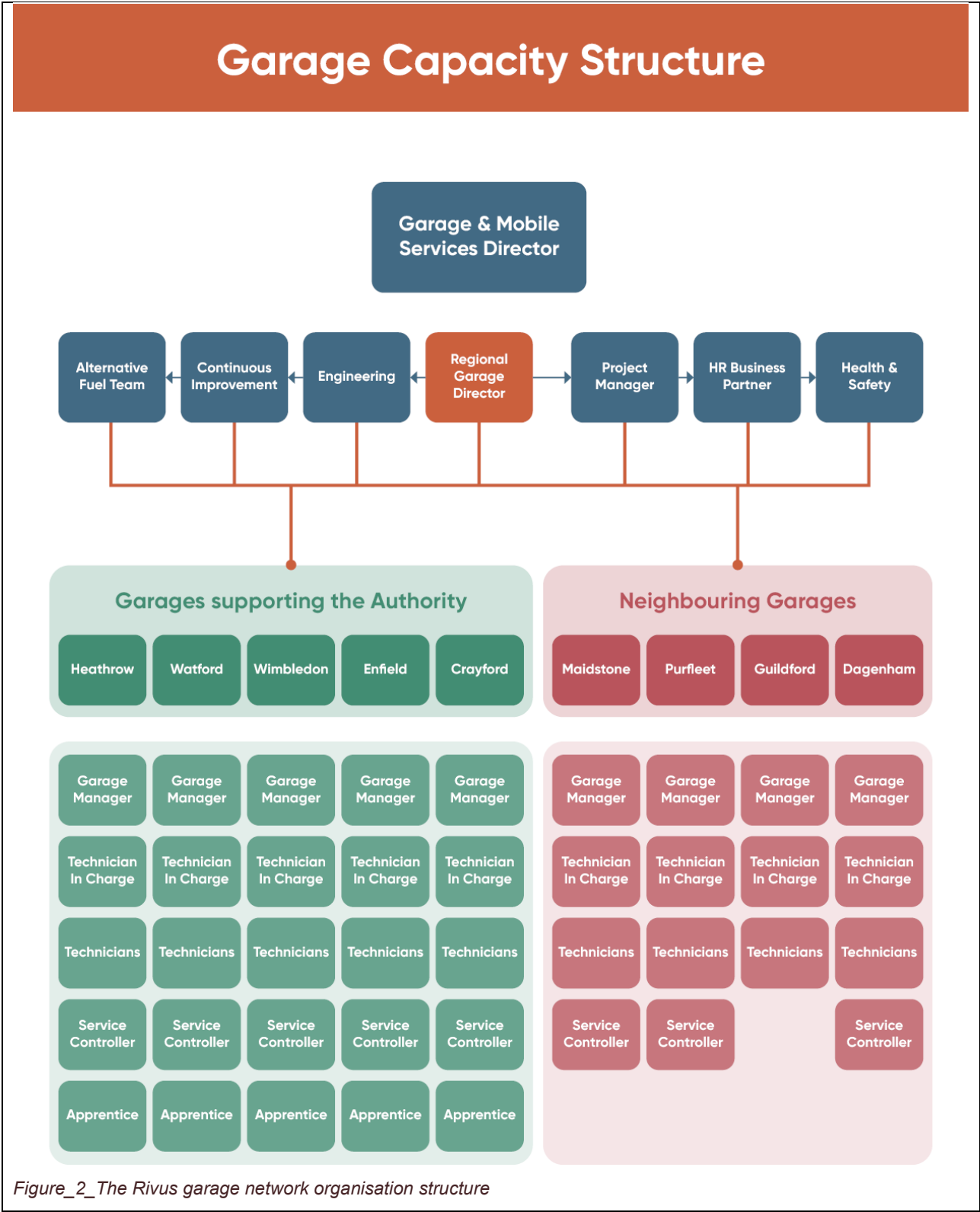


Figure_1_Our vehicle uptime figures on comparable fleets

The garage management team will lead our emergency response vehicle repair service managing over 100 technicians (excluding TUPE) to ensure the day-to-day running of the function, Figure_2.

Our solution includes five security-compliant garages and technicians (**SOR_4.24** and **Annex_A1**) with additional resource from our wider garage network for unplanned surge events, Figure_3.



London Regional Garage Network



Figure 3 Our security-complaint garage network to provide SMR&I

We will deploy our ISO9001 accredited Quality Management System (QMS) to ensure we deliver SMR&I (**SOR 4.26 4.22**).

Working with the Systems Integrator

To drive service quality and attainment of vehicle uptime, we will develop a performance dashboard within Rivus Insights aligned with the Authority's Performance Regime Schedule, allowing the Authority and Systems Integrator (SI) to monitor our performance in near real-time.

We will coordinate with the SI daily to discuss and review current vehicle uptime and service quality against the Performance Regime Schedule.

Ensuring effective SMR&I planning and delivery

We will collaborate with the SI using our proactive capacity planning tool. We will plan SMR&I against capacity and reserve time for unscheduled SMR&I.

We will manage bookings and SMR&I through our Fleet Management System (FMS). Data will be shared via our Boomi platform (Figure_4), providing the SI with live job information enabling real-time vehicle progress.

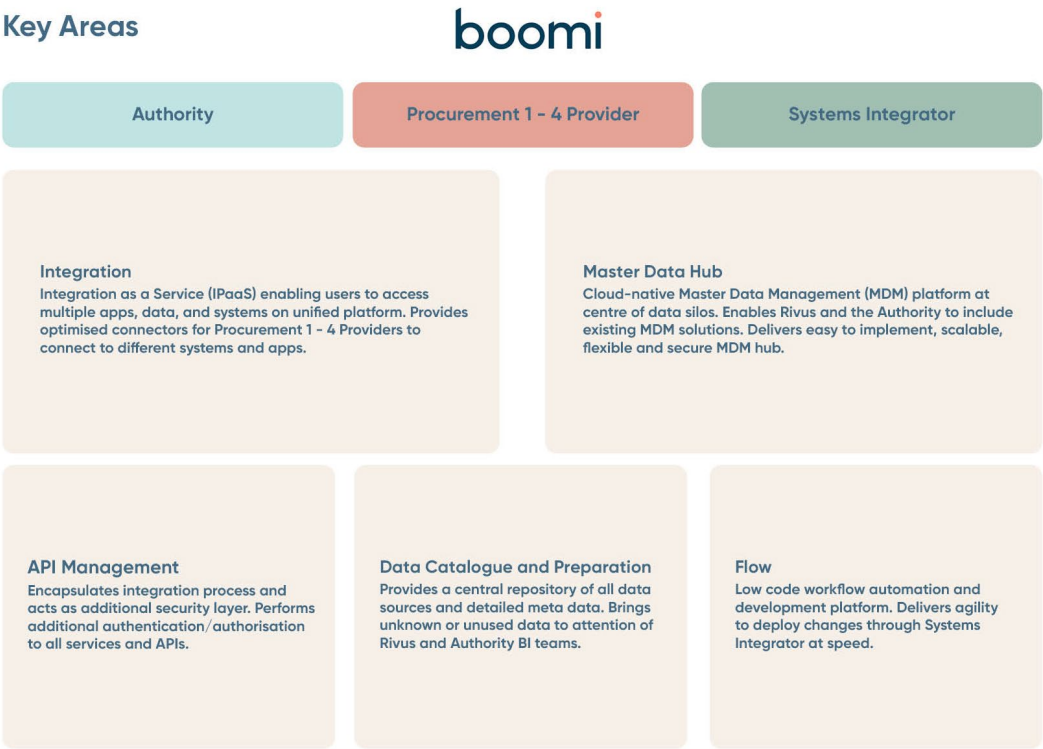


Figure_4_Data shared through our integration platform, Boomi

We will use the process outlined in Figure_5 to plan and deliver scheduled and unscheduled repairs.

Scheduled and Unscheduled Workflow

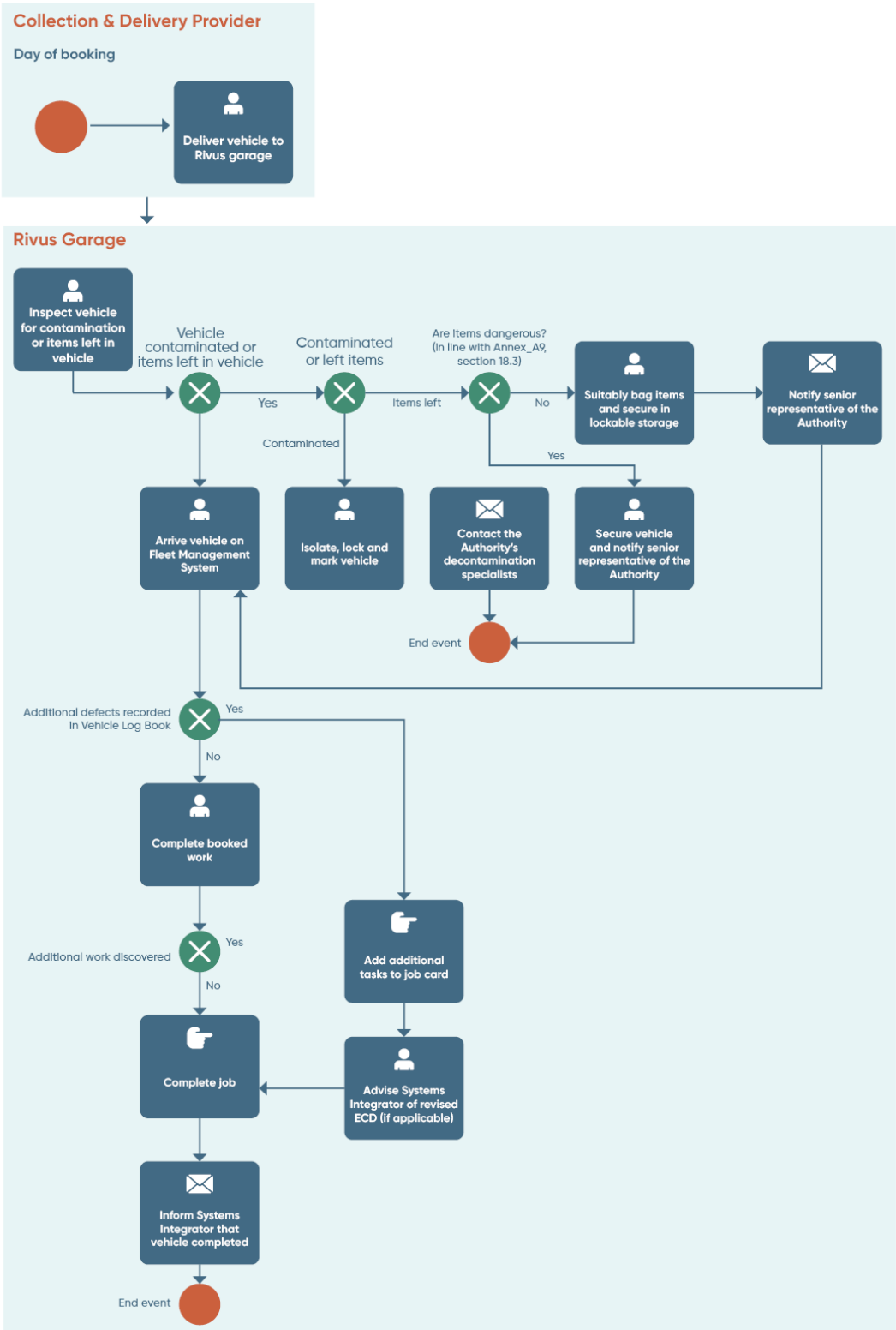


Figure_5_ Our process for planning and delivering vehicle repairs

Our garage management team allocates parts to the pending job before arrival and checks vehicle details, including warranty dates and outstanding tasks such as recalls, **(SOR_4.16)**.

Our stock management includes trend-analysis identifying parts commonly used to ensure sufficient stock at our garages **(SOR_4.14, Annex_A9_Section_17.4)**.

Scheduled and unscheduled SMR&I repairs

We will use our proven processes (Figure_5) to complete scheduled and unscheduled SMR&I repairs **(SOR_4.14)**.

We will use the SI's first notification of defects information for scheduled events to pre-order parts required for the task **(SOR_4.12)**. For unscheduled events, parts required will be identified following the initial diagnosis.

We have the infrastructure and resource to comply with **SOR_4.8_4.15_4.22_4.26** and **Annex_A9_Section_14**.

Parts strategy

We will conduct trend-analysis from incumbent data to identify common parts and hold sufficient stock to reduce reactive ordering **(SOR_4.14 and Annex_A9_Section_17.4)**.

We will investigate unexpected failure rates of parts to identify appropriate solutions to prevent reoccurrences, reducing unscheduled visits to the garage.

Our Parts Manager will work with the Authority to ensure that the most cost-effective supply of oils and lubricants will be obtained **(SOR_4.23)**.

We will maximise the use of recycled parts wherever possible **(SOR_10)**. We will recycle undamaged components where Authority vehicles are deemed uneconomical to repair **(Annex_A7)**.

Processes and procedures we will implement

The implementation of the Authority's Technical Standards

Our engineering team will implement Technical Standards and work with our communication and implementation teams for targeted communications to relevant teams during mobilisation and ongoing.

Our Learning Management System will track communications to ensure all relevant personnel are compliant, highlighting non-compliances to the Regional Garage Director for further action.

We will load version-controlled Technical Standards into our internal QMS for internal personnel or our secure Supplier Portal to our wider supply chain and contractors, **(SOR_4.26)**.

Access to manufacturers' repair standards and instructions

Our garage network has access to several manufacturers' systems, see Figure_6. In addition, our technicians have access to Haynes Pro Platform, E3 Technical, providing in-depth vehicle technical data, including repair methods.

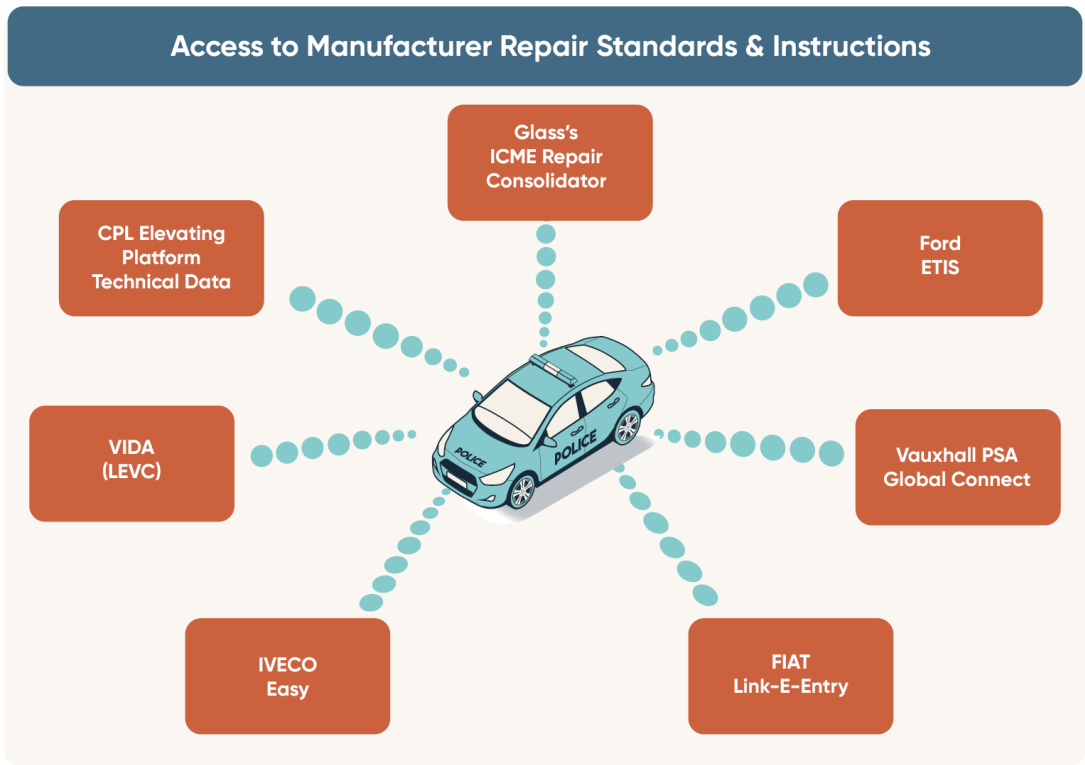


Figure_6_Manufacturer systems accessible by our technicians

Managing manufacturer warranty claims and recalls

We will manage warranty claims and recalls through tri-party agreements between the Authority, manufacturer and Rivus, per **SOR_4.16**.

Our warranty experts manage recall and warranty claims covering c.40k vehicles with an average of 7,138 claims per annum over the last five years, as shown in Figure_7.

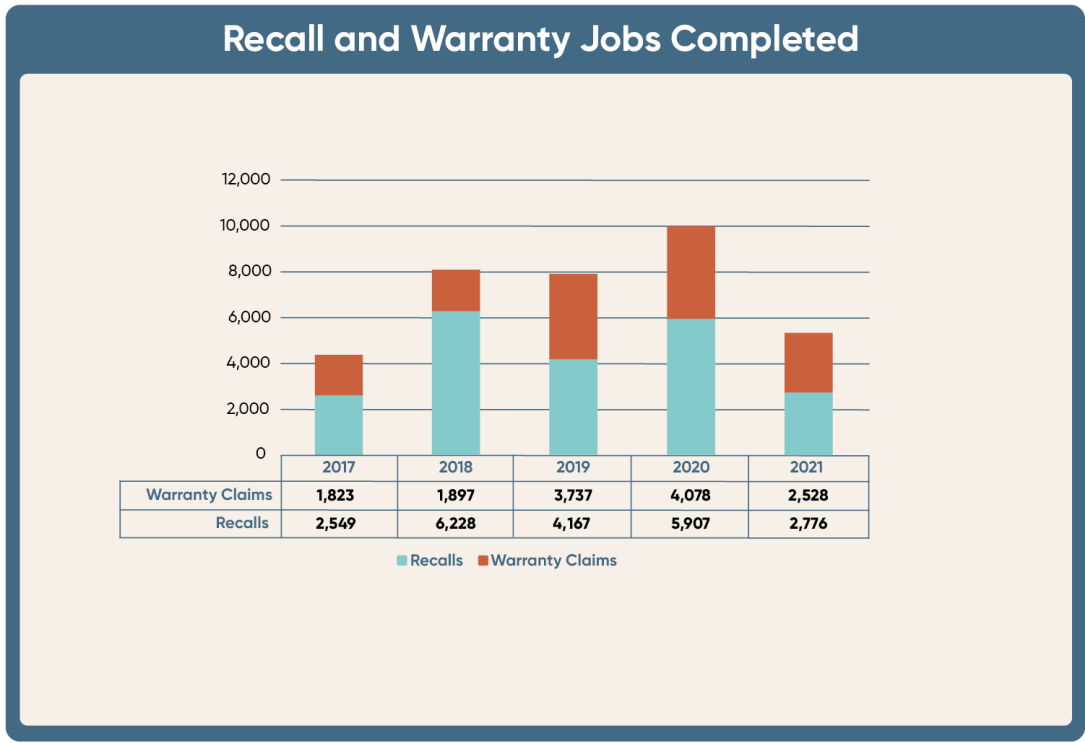


Figure_7_Warranty claims and recalls completed over the past five years

The warranty team will ensure compliance for reporting from manufacturers per **Annex_A14_section_4.4.2** and ensure equipment compliance and system warranty per **Annex_A2_section_6.4.1**.

Figure_8 details our process for managing recalls.

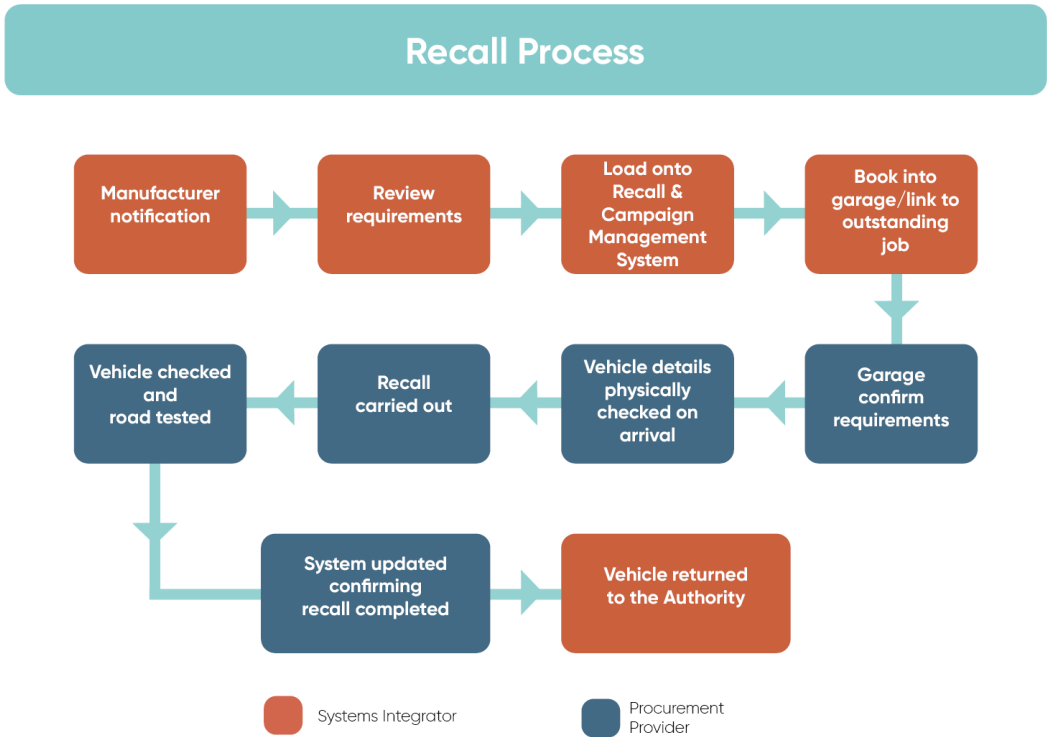


Figure_8_Our recall process to manage warranty claims/recalls

Our garages will be equipped with relevant manufacturer diagnostics, technical access and specialist tooling to enable our technicians to deliver dealer-level support to Authority vehicles. The manufacturer will validate our warranty status by conducting audits.

Where a vehicle needs returning to the manufacturer for warranty work, we will ensure that requirements are followed per **Annex_A1_Section_6.1.5**.

Ensuring correct first-time SMR&I

We will ensure correct first-time SMR&I through the accurate capture and recording of vehicle fault details, allowing for the vehicle diagnosis and corrective measures to be implemented and the sharing of best practice.

We will review incumbent data, such as the vehicle logbook, to identify potential reoccurring repairs. This information will be used to create a booking on our FMS.

Following the completion of the job, we will conduct a post-drive inspection to confirm the fault is remedied (**SOR_4.14** and **Annex_A6**) and, where appropriate, cleaned (**SOR_4.19**) before informing the SI to arrange vehicle Collection & Delivery (**SOR_4.13**).

Accurate classification of cosmetic and driver-influenced damage

To ensure we accurately classify the type of damage per **SOR_4.9** and **Annex_A14**, we will follow the process shown in Figure_9. We will inspect and compare the damage

description and images provided by the SI and record areas of damage supported with photographic evidence with measurements recorded.

Where vehicle damage is not consistent with the report or where damage suggests driver misuse, we will provide the SI with information for assessment, including:

- Damage repair costs
- Costs incurred from driver misuse

Our FMS will code the damage to enable the correct allocation of costs to the appropriate cost centres. We will share this information with the SI using Rivus Insights.



Figure_9_Process to ensure the correct identification of damage

SMR&I non-conformities, abnormal wear/damage profiles, and the investigation and prevention of reoccurrences

Through data trend-analysis, we will identify repeat events against vehicle types and possible causes. We will review the data to formulate recommendations and corrective actions, which will be shared with the SI for evaluation.

We also use our Red Flag process, where vehicle defects are likely to cause harm or injury. These are investigated as part of a formal procedure via our dedicated health, safety, and compliance team.

Where a driver has raised a vehicle safety defect, we will cooperate with the ICF and the SI to determine the root cause and establish learning outcomes per **SOR_4.21**.

Added-value from a single Rivus Procurement 1-5 solution

- A single management structure provides the Authority with increased efficiencies gained from single-point-of-contact removing multiple touchpoints with other Suppliers.

- Standardised systems platforms reduce development risk by removing multiple system integrations enabling consistent service delivery.
- Co-locating multiple service functions across our garage estate reduces vehicle movements, C&D costs, property costs and vehicle emissions.
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- All parties aligned to the same objectives and core values.
- Joined-up BCDR Plan ensures end-to-end continuity of service.

Please refer to the uploaded 'Procurement_1-3_SMR&I_Overview_Video'.

D3	Performance Management							
Guide	Maximum 1,250 words							
The Authority requires the successful provider to deliver a solution that will provide a proactive, efficient and seamless service delivery. Please describe how your solution will deliver a service that meets Annex A Statement of Requirement and the Performance Regime Schedule. Response guidance: Your response must be succinctly structured to include, but not limited to the following: • A description of how your service will be measured and managed to ensure the fleet is maintained in accordance with Annex A Statement of Requirement, whilst ensuring attainment of targets within the Performance Regime Schedule. • A descriptive narrative to how you will unequivocally ensure safe working practices. This shall include, but not be limited to; ○ Proactive planning; ○ Reactive measures and processes that you will employ to prevent the reoccurrence of safety failings. • A description of how you will coordinate with the Procurement 5 Lot 1 provider to benchmark your performance across the wider SMR&I service to optimise your own service provision. Your response should demonstrate a clear understanding of the specification and compliance with Annex A1 to A15 Technical Standards. Please note, the above response guidance bullet-points should be clearly covered in your response to this question, but do not have discrete weightings. Reference documents: Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following documents; however, this should not be considered an exhaustive list for the purpose of your response. • Annex B1 Compliance Tracker Technical. • Performance Regime Schedule.								
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Benefits of our solution								
Experience in managing mission-critical fleets (80,000 vehicles)	Access to unrivalled data insights that maximise vehicle uptime, ensure compliance, manage costs							
Owned UK-wide garage network	Expertise and industry-leading service delivery							

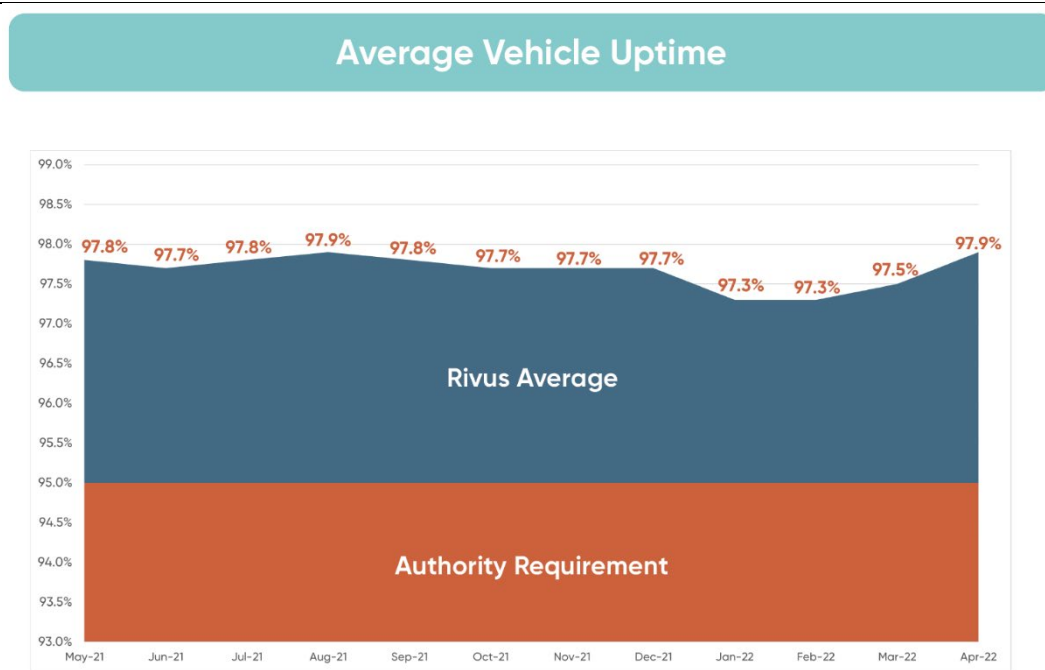
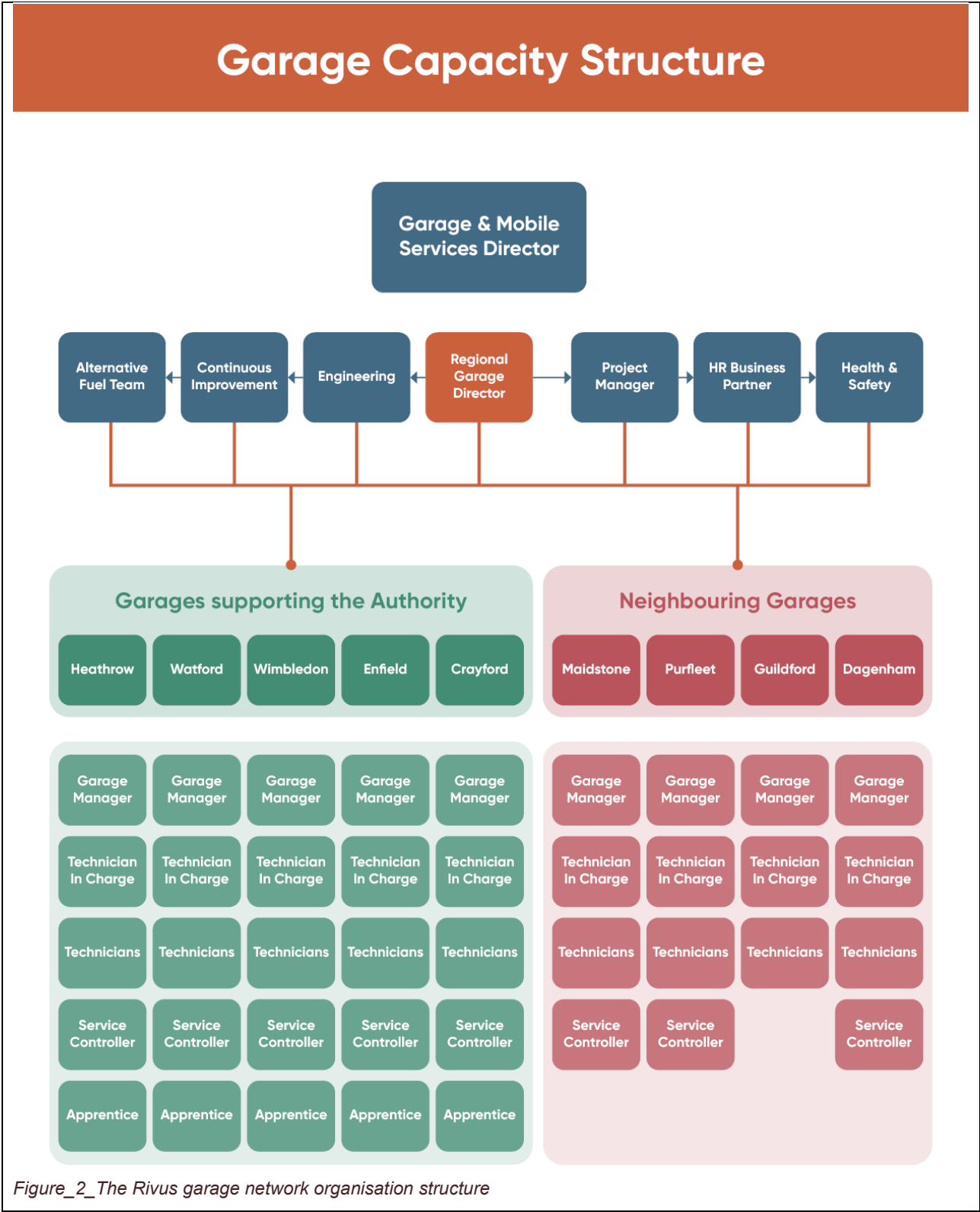


Figure_1_Our vehicle uptime figures on comparable fleets

The garage management team will lead our emergency response vehicle repair service managing over 100 technicians (excluding TUPE) to ensure the day-to-day running of the function, see Figure_2.

Our solution includes five security-compliant garages and technicians (**SOR_4.24** and **Annex_A1**), including mobile technicians who can deliver minor in-service repairs at the Authority's premises and additional technicians from our wider garage network for unplanned surge events, Figure_3.



London Regional Garage Network



Key

- 2 **Garages to be used for Authority SMR&I – Heathrow, Wimbledon, Crayford, Enfield, Watford**
All Rivas SMR&I garages have EV charging points
 - 2 **Neighbouring garages – Dagenham, Purfleet, Chelmsford, Guildford, Maidstone**
Multi-skilled technicians from neighbouring garages will be brought into Authority SMR&I locations when needed.
- ATF **ATF Lanes**
 - EV Capability**

Figure 3 Our security-compliant garage network to provide SMR&I

We will deploy our ISO9001 accredited Quality Management System (QMS) to ensure we deliver SMR&I per **SOR_4.26** and **SOR_4.22**. Our QMS is audited annually or through a legislative change and amended and communicated accordingly.

How our service will be measured and managed

We will ensure the effective management and delivery against the targets within the Performance Regime Schedule per **SOR_11** through the appointment of a Project Manager and effective communication with the Authority and the SI.

We will ensure the effective measurement of our service provision by establishing key data points related to the Performance Regime Schedule. We will also utilise data from the post-SMR&I quality check, and SMR&I audits fed into Rivus Insights (**SOR_4.20**). We will input key data points from the SMR&I management process into Rivus Insights.

We will design and create bespoke near real-time performance dashboards displaying output from the data points in a user-friendly format, including first-time-fix, average events and quality audits. In parallel, we will establish the frequency of analysis and interpretation of the data and schedule checkpoint meetings with the SI.

Using trend-analysis and our expertise, we will make recommendations for continuous improvement. The SI and the Authority will have near real-time access to the Rivus Insights dashboard and will be able to track actual performance against the Performance Regime Schedule.

We will measure customer satisfaction via our Customer Experience Platform, Qualtrics, where we will analyse feedback for trends. Our Continuous Improvement Team (CIT) will work with the Regional Garage Director to implement improvements (**SOR_18**).

How we will ensure safe working practices

We will ensure the implementation of safe working practices through our robust Health and Safety Management System compliant with HSG65, aligned to ISO 45001 and is assessed annually by Lloyds Register of Quality Assurance (LRQA). ISO 45001, 9001 and 14001 audits are completed annually to ensure compliance with the required standards.

Incidents and near-misses will be documented, reviewed and reported on, with the necessary changes communicated and applied to avoid recurrence. Figure_4 provides an example of our current reporting dashboard on our contracts.



Figure_4_Our current reporting dashboard provides information on the health and safety aspects of our service

We will periodically review risk assessments in line with the latest industry standards or following an incident and update them accordingly. In addition, we will conduct peer-to-peer audits to ensure that we share best practice throughout our garage network.

In collaboration with our Trade Union, we conduct joint quarterly safety visits at our garages to provide reassurance that facilities and practices meet safety standards and cleanliness.

Proactive planning

We will audit sites at least biannually in conjunction with our Environmental Health and Safety Business Partners. Outcomes will be logged and tracked through to completion. In addition to our internal audits, the British Standards Institute will undertake two unannounced audits each year.

Using Rivus Insights to analyse tasks, we audit people, processes, tooling, and equipment to ensure they are safe, compliant, capable, calibrated, and reliable. Mandatory training related to safety-critical activities, including HGV and LCV wheel fitment, tyres and protection device instructions (**Annex_A9_Section_7.4.2** and **SOR_4.8**) are recorded and set using our Learning Management System. This system records each garage's mandatory training, bespoke training, and compliance. An example of this would be ensuring technicians are familiar with **SOR_4.9**.

We will brief technicians on the requirements for working at MPS premises per **SOR_4.17** and **Annex_A15**.

Quarterly PPE inspections of all personnel will be conducted, including ensuring staff know how to report incidents and accidents per **SOR_4.18**.

All Rivus Garage Managers undertake mandatory IOSHH training.

Our Rivus Communications Team will send out mandatory, priority and general communications via our multi-communications platform to all personnel (Figure_5). Through this channel, we will manage policies and procedures, legislative changes, toolbox talks, and continuous improvement communications.

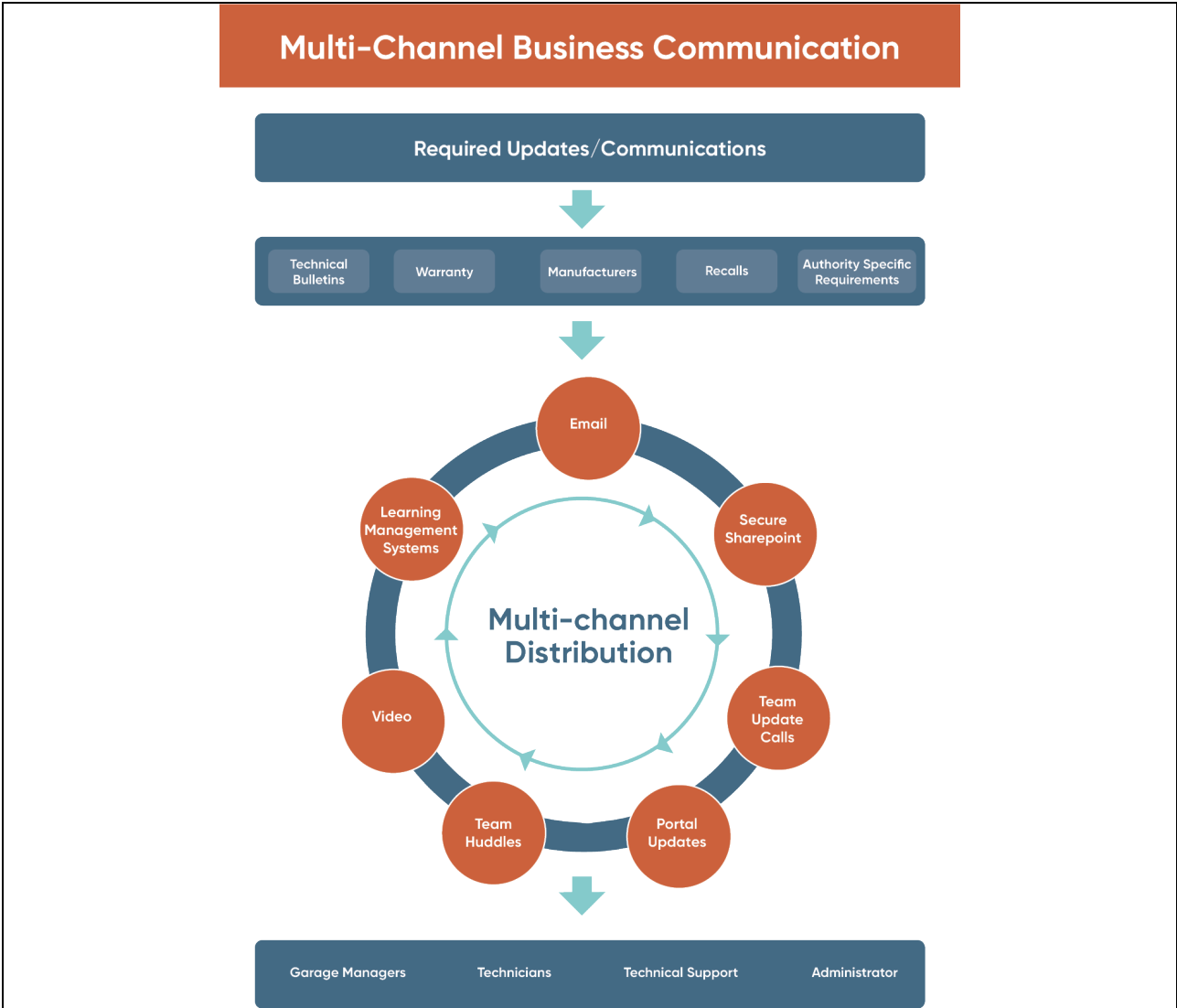


Figure_5_Multi-channel communication channel

Reactive measures and processes

We will provide our personnel with real-time incident reporting using our online reporting dashboard, see Figure_6. Analysing all incidents and near-misses will provide all personnel insight and education, and we will use the data to prevent reoccurrence.

In the event of an incident, we will hold an all-hands escalation call with key stakeholders, and next steps agreed. Calls will be graded on the severity and acted on accordingly.

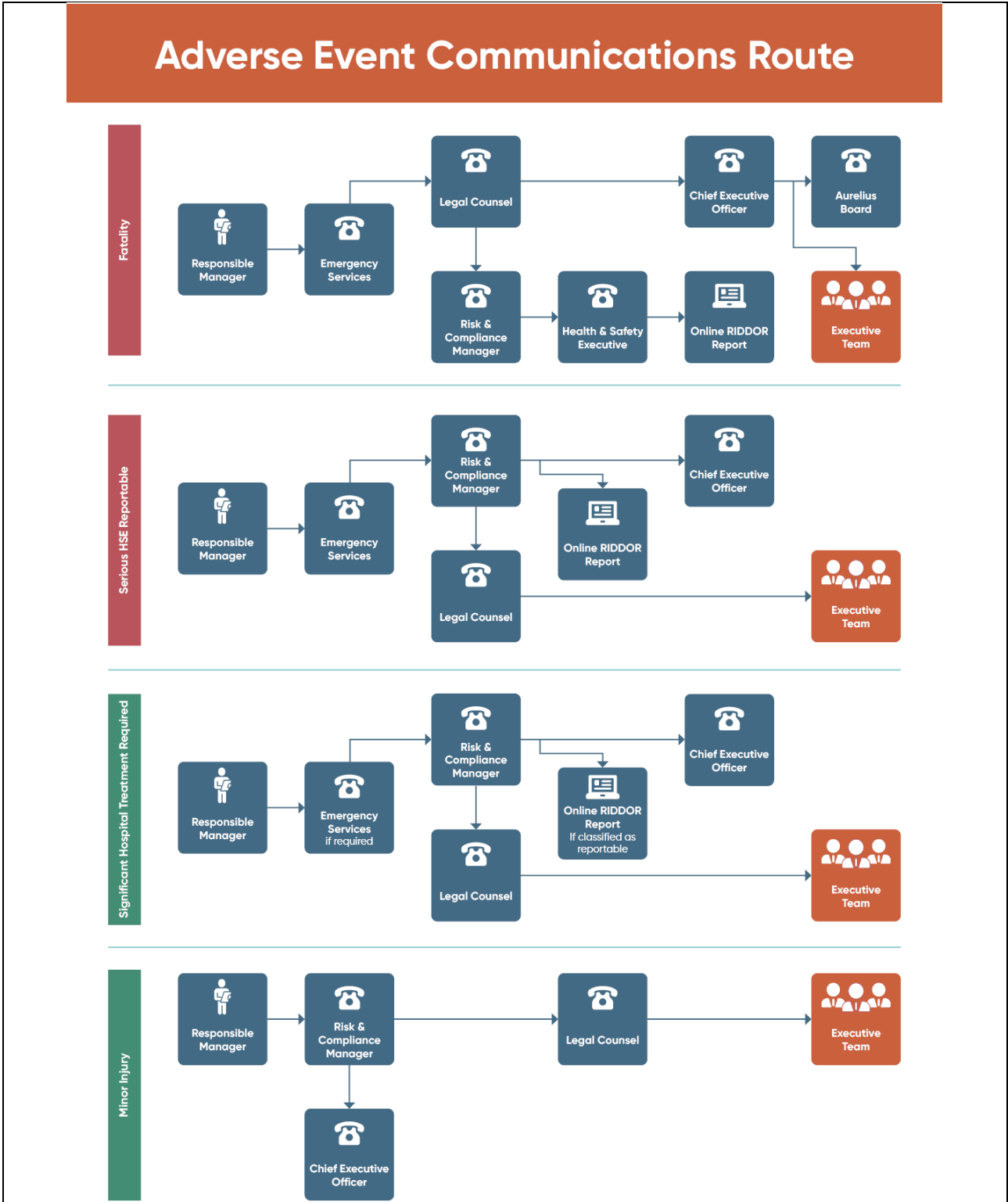


Figure_6_Incident reporting process

We will investigate any incident in Rivus garages, supported by our Engineering Team, Health and Safety Business Partners, and Trade Union Representatives. We will conduct root cause analysis and implement a remedial action plan where appropriate.

Coordination with the SI to benchmark our performance across the wider SMR&I service to optimise our service provision

Based on our experience of collaborative working with clients and from across our wider organisation, successful coordination with the SI during the contract will enable more efficient planning of SMR&I and the capturing and sharing best practice.

To ensure that we deliver the optimal service provision, we will coordinate with the SI to benchmark our performance to help identify and understand areas for improvement. Benchmarking our performance will allow us to analyse past performance, compare ourselves against industry standards and improve our processes and procedures to enhance customer satisfaction.

We will provide performance data to the SI through monthly reports, providing insights to allow data to be compared across the wider SMR&I service against the Performance Regime Schedule to enable continuous improvement of our service provision. Data provided will include:

- The number of recycled parts used where possible per **SOR_4.10**
- Speed of response and performance of First Notification of Defect **SOR_4.12**
- Repair data against the standards listed in **SOR_4.14**

Added-value from a single Rivus Procurement 1-5 solution

- A single management structure provides the Authority with increased efficiencies gained from single-point-of-contact removing multiple touchpoints with other Suppliers.
- Standardised systems platforms reduce development risk by removing multiple system integrations enabling consistent service delivery.
- Co-locating multiple service functions across our garage estate reduces vehicle movements, C&D costs, property costs and vehicle emissions.
- Fully integrated SMR&I and bodyshop garages will undertake small to medium 'dry and wet repairs' significantly increasing vehicle uptime.
- Integrated innovation projects will provide benefits across multiple business functions.
- A single view Mobilisation/Project Plan increases quick wins and minimises risk of delay.
- All parties aligned to the same objectives and core values.
- Joined-up BCDR Plan ensures end-to-end continuity of service.

Please refer to the uploaded 'Procurement_1-3_SMR&I_Overview_Video'.

D4	Journey to Zero Emissions
Guide	Maximum 1,250 words

During the contract term, the Authority's fleet will transition towards zero emission vehicles. Please describe how your solution will successfully support this transition with vehicle repair capacity and competence.

Response guidance:

Your response must be succinctly structured to include, but not limited to the following:

- A clear and unequivocal commitment to **supporting this transition** through a forward-looking approach that will ensure capacity and competence for the SMR&I of alternatively fuelled vehicles.
- A proposed policy with associated descriptive narrative that demonstrates how you will keep abreast of technological developments in the area alternately fuelled vehicles. This shall include, but not be limited to:
 - **Safe working practices** for alternatively fuelled vehicles;
 - Staff training and continued professional development to ensure the safe and **correct SMR&I of hybrid, hydrogen and electric vehicles**;
 - Procurement and use of **specialist equipment** for the SMR&I of electric vehicles;
- Provide a **proposed competency matrix and/or training plan** for the upskilling of staff to ensure continued compliance with Annex A Statement of Requirement with regards the SMR&I of hybrid, hydrogen and electric vehicles.

Your response should demonstrate a clear understanding of the specification and compliance with Annex A1 to A15 Technical Standards. Please note, the above response guidance bullet-points should be clearly covered in your response to this question, but do not have discrete weightings.

Reference documents:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following documents; however, this should not be considered an exhaustive list for the purpose of your response.

- Annex B1 Compliance Tracker Technical.
- Performance Regime Schedule.

Benefits of our solution	
Experience in managing alternative fuel fleets (currently c.12,000 vehicles)	Depth of experience in both transition to and SMR&I of alternative fuelled fleets
Rivus' Electric Vehicles as a Service (EVaaS) proposition	End-to-end technology-led Electric Vehicle (EV) implementation service

Rivus has one of the largest private garage networks in the UK. Our garages have on-site competent and experienced EV technicians. They are equipped with the necessary tools, charging and safety equipment to support the Authority as you transition to a zero-emissions fleet.

We manage fleets of a similar size and complexity to the Authority's, including Alternative Fuel (AF) vehicles across numerous manufacturers (Figure_1).

EV Fleet Vehicles by Fuel Type

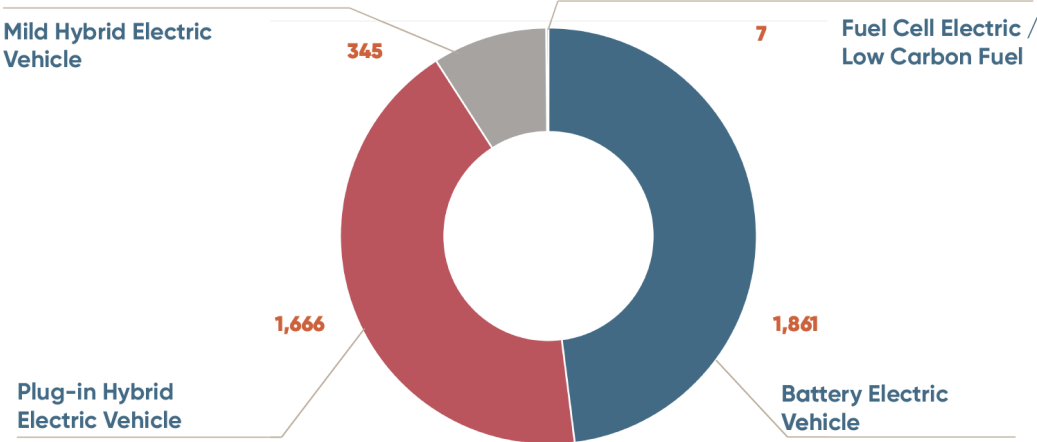


Figure_1_AF vehicles (by type) currently managed by Rivus

We have seen an increase in EV jobs completed as the fleet size and market develops, Figure_2.

EV Service Volumes

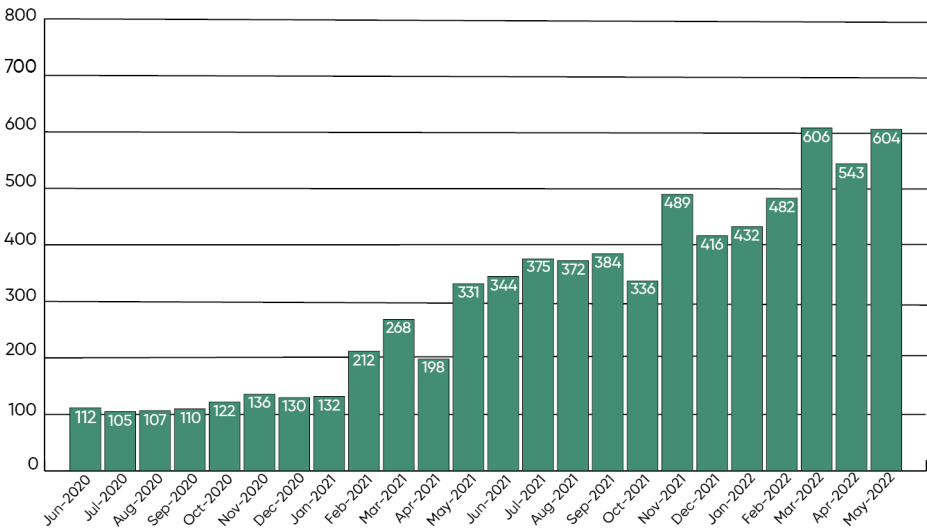


Figure_2_Jobs completed on EVs throughout our garage network

Our Head of Alternative Fuels leads our AF team and has 20 years experience within the automotive industry (Figure_3). They are supported by an experienced AF team and over 40 skilled and competent EV technicians throughout our London garage network.

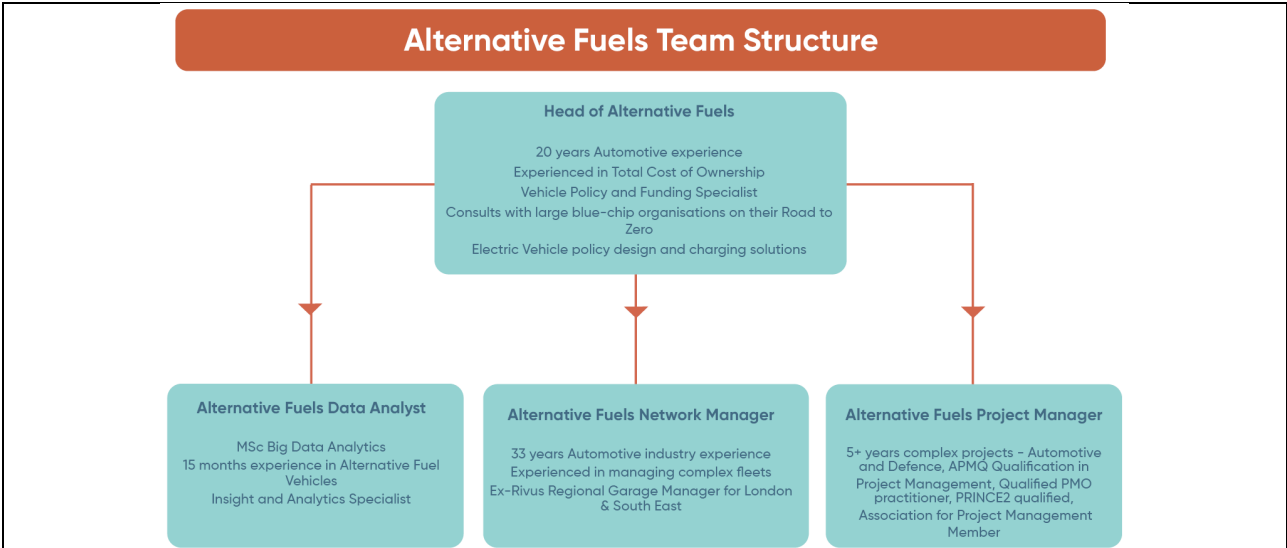


Figure_3_The AF organisation structure

Our London garage network is AF capable, complete with smart charging capabilities, to comply with the charging requirements within **SOR_4.24.2** (Figure_4).

London Regional Garage Network



Key

Garages to be used for Authority SMR&I – Heathrow, Wimbledon, Crayford, Enfield, Watford
All Rivas SMR&I garages have EV charging points

Neighbouring garages – Dagenham, Purfleet, Chelmsford, Guildford, Maidstone
Multi-skilled technicians from neighbouring garages will be brought into Authority SMR&I locations when needed.

ATF Lanes

EV Capability

Figure_4_ Our security-compliant garage network to provide SMR&I

How we will support the Authority’s transition to a zero-emissions fleet

Our wealth of knowledge and experience in managing fleets comprising AF vehicles will ensure capacity for AF vehicles by using our planning tools and ensure competence through our training programme. This is evidenced by a Level 3 IMI (Institute of the Motor Industry) accreditation.

We have launched our EVaaS, an innovative end-to-end solution for electric vehicles to help make the transition to EV as smooth as possible (Figure_5). Part of this is supporting SMR&I for EV.

All our garages have specialist EV technicians on-site and are equipped with the necessary tools, charging and safety equipment to take care of your EV servicing, maintenance, and repair needs.

Electric Vehicles as a Service (EVaaS)



Figure_5_Our end-to-end EVaaS proposition

We invest significantly in the training and development of our personnel. Our proactive approach to competency will ensure we establish and utilise highly skilled, motivated teams capable of delivering work to the Authority's standards.

We will ensure that personnel that work on Authority vehicles are competent, qualified, and familiar with the work they are required to complete. Within each of our garages, we have trained technicians to IMI Level 3 and 4 in Electric Vehicle Service & Maintenance and trained in manufacturer EV Diagnostic and Warranty repairs. We will support the Authority's transition to a zero-emissions fleet through our skilled and competent technicians.

Training will be ongoing throughout the contract and reviewed monthly to ensure competency and compliance. Our Learning Management System will record and monitor competency.

Our policy on alternatively fuelled vehicle technological developments

The Rivus policy on keeping abreast of AF vehicle developments includes the following key areas:

1. Membership and leadership of industry forums and steering groups/committees
2. Ensuring the latest safe working practices on AF vehicles
3. Ongoing training programmes as they become available
4. Ensuring the use of the latest specialist equipment
5. All underpinned by a committed Sustainability Strategy

Industry Forums

We utilise our existing industry forums to keep abreast of AF vehicle technological developments. We have established a deep insight into the EV industry through our forums, Rivus EV Academy and Rivus Innovate and frequently chair these forums with existing and potential customers. In addition to our forums, we are members of several trade bodies, including manufacturer forums, BVRLA, UK Logistics, AHFC, APF and the IMI, to influence Government legislation and manufacturer development.

Our engineering and AF teams are constantly working with manufacturers on current and future developments, up to two years ahead, to understand what new technology is being developed.

Safe working practices

We ensure safe working practices are implemented through our Health and Safety Management System, compliant with HSG65 and aligned to ISO45001. Our system is

assessed annually by Lloyds Register of Quality Assurance. ISO45001, 9001 and 14001 to ensure compliance against the standards.

Our AF team collaborate with our H&S, compliance and engineering teams ensuring we meet all legislative requirements, along with the manufacturers to understand specific safe working practices required, all information stored within our Quality Management System. This helps ensure our garage network has the required H&S equipment to meet the relevant HSE and industry requirements.

All our safe working practices on AF vehicles comply with **SOR_4.8_4.9_4.10_4.12_4.14_4.16** and **Annex_A15_A7_A9_A14**.

Staff training and continued professional development

We have 140 technicians nationwide in the IMI Level 3 Award in Electric/Hybrid Vehicle Systems and currently have over 40 EV technicians in our London garage network, including 18 mobile technicians. We are qualifying a further 100+ technicians in 2022, with all Rivus technicians qualified by 2025. We are currently building a support network of technical mentors qualified to IMI level 4 and continue to work closely with the IMI as they develop their training course in AFs.

Our competent EV technicians are registered on the IMI TechSafe™ register. To remain registered, they must undergo 18 hours of CPD across a continual three-year cycle (Figure_6).



Figure_6_IMI TechSafe™ process

Procurement and use of specialist equipment for the SMR&I of electric vehicles

Our AF team working with the Rivus Procurement team, undertook a complete tender process to enable a successful smart charging installation project across our garage network. As part of the process, we also considered providing charging network support software to manage the EV charging solution fully. The data we can analyse includes charging data, monitoring kW's used, the number of charges and time to charge.

Using our robust supply chain of expert EV suppliers, we can obtain all necessary specialist equipment required to meet H&S legislation for working on EVs. The ability to draw upon our supply chain ensures all our London garage network is fully equipped to support the Authority’s transition to a zero-emissions fleet.

Our training plan to ensure continued compliance

We view training as continuous working closely with the IMI to monitor legislative changes and new technologies, targeting all Rivus Technicians working on this service trained to EV IMI Level 3 by the end of 2022 (Figure_7). As with all new technologies, it is critical we equip the right number of technicians with the right skills at the right time and phase training as AF technology evolves and is rolled out within vehicles.

	EV - IMI Level 1	EV - IMI Level 2	EV - IMI level 3	Technicians Qualified by end of 2022
Available to	Support Staff / Technicians	Apprentice Technicians / Technicians	Technicians	
Content	Introduction to EV & Hybrid Vehicles	Introduction to EV & Hybrid Vehicles Safe Working Practices, Tools & Equipment	Introduction to EV & Hybrid Vehciles Safe Working Practices, Tools & Equipment EV Technology & Components EV batteries & charging	
Skills	1. Ready mode & Driver Interface 2. Development of Hybrid and Electric Vehicles 3. Types of vehicles 4. ASE classification of hybrid vehicles	1. Content from level 1 2. General safety precautions 3. Isolation of EV 4. Tools & Equipment	1. Content from level 1 & 2 2. Electric motors 3 High voltage componants & operation 4. EV & Hybrid vehcile construction 5. HV battery types 6. Charging	100%

Figure_7_Our training plan to upskill our technicians to ensure continued compliance

Sustainability Strategy

Our AF policy is underpinned by a fully committed Sustainability Strategy (Figure_8) that includes our carbon reduction plan and achieving Net Zero emissions by 2030.

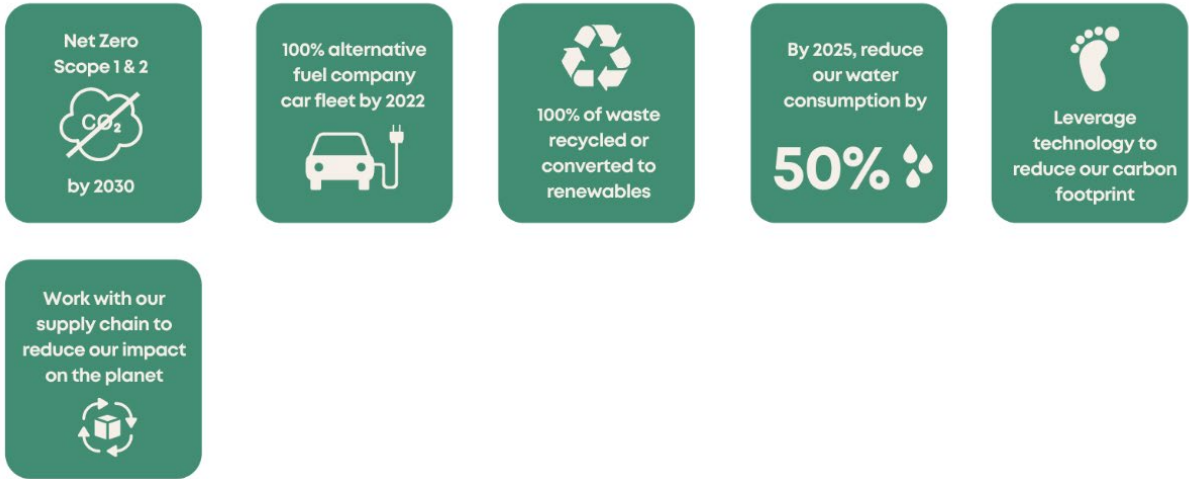


Figure_8_Our sustainability strategy

Added-value from a single Rivus Procurement 1-5 solution

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- Co-locating multiple service functions across our garage estate reduces vehicle movements, C&D costs, property costs and vehicle emissions.
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- All parties aligned to the same objectives and core values.
- Joined-up BCDR Plan ensures end-to-end continuity of service.

Please refer to the uploaded 'Procurement_1-3_SMR&I_Overview_Video'.

D5	Technology and Interface Management
Guide	Maximum 1,250 words

The Authority requires the successful provider to utilise a technology and management solution that ensures a compliant and optimal SMR&I service. Please provide details of your methodology to deploy the Authority's technical standards, manufacturer's and statutory requirements within your fleet management system to ensure the correct SMR&I of vehicles.

Response guidance:

Your response must be succinctly structured to include, but not limited to the following:

- A description of how your **fleet management system**, including interface management and business continuity/disaster recovery supports the delivery of your services, including throughout your supply chain;
- A process workflow and/or descriptive narrative of how your solution will:
 - Adhere to all **security requirements**;
 - **Cascade technical requirements** and repair instructions throughout your workforce;
 - Enable **repair authorisation**;
- A description of your approach to **data exchange** with the Procurement 5 Lot 1 provider and the flexibility of your system to integrate or exchange data with those that are external to your service operation.

Your response should demonstrate a clear understanding of the specification, Annex A1 to A15 Technical Standards and compliance with the Service requirement. Please note, the above response guidance bullet-points must be clearly covered in your response to this question, but do not have discrete weightings.

Reference documents:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following documents; however, this should not be considered an exhaustive list for the purpose of your response.

- Annex B1 Compliance Tracker Technical.
- Performance Regime Schedule.

Benefits of our solution	
Integration platform as a service (Boomi)	Allows for rapid development of connectors and data with the Authority and Systems Integrator (SI)
Fleet management solution built on modern, scalable, secure systems and architecture	A safe and compliant system providing ongoing business continuity
IT Team and strategic partners with expertise in complex solution delivery	Swift response to development and future technology and procurement partner engagements within weeks

The Rivus fleet management solution, utilising modern architecture principles, is designed to support the Authority and SI with e2e fleet management from booking

through to invoicing. Figure_1 illustrates our agile system setup and infrastructure that supports our solution.

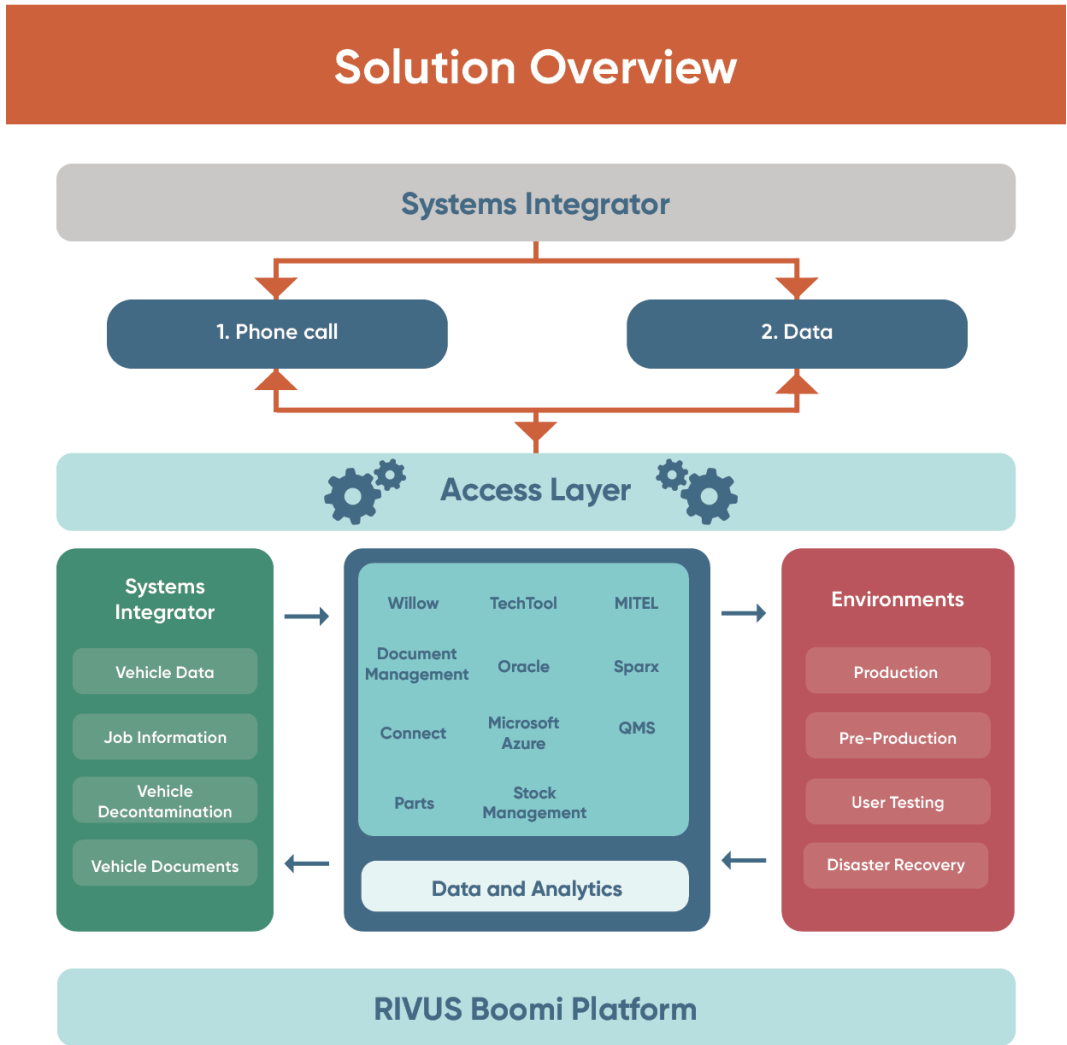


Figure_1_Our agile system setup and infrastructure utilises modern architecture principles

We will use our Fleet Management System (FMS) and our fully integrated garage management platform to manage the maintenance process for scheduled and unscheduled SMR&I from first notification of defect provided by the SI per **SOR_4.7_4.9_4.12_4.23** through to invoicing.

We will design bespoke platforms to ensure information is secure and managed per **SOR_4.2** and will interface directly, in real-time with the SI. Our FMS provides our garage network with a single source of truth for the Authority's fleet and the maintenance being carried out, including job progression updates while the vehicle is off the road.

How our FMS, interface management and business continuity/disaster (BCDR) recovery will support our service delivery

- IT Helpdesk operating hours 0800-1800, Monday-Friday with 24/7/365 monitoring of systems
- IT Helpdesk provides out-of-hours support. Tickets can be raised by the Authority, the SI or by Rivus colleagues by phone/email or the portal
- Planned and non-planned changes and outages will be communicated and agreed with the Authority SI.

- Our Azure Cloud is an agile on-demand environment (Figure_2) that manages:
 - Data storage.
 - Integration layers.
 - Multi-site resilience using locations across the UK operating 24/7/365.
 - Providing capability and scalability to increase storage and power in near real-time, allowing switching to full BCDR
 - A blend of automated and monitored processes within Azure to manage the vertical and horizontal scaling of our resources

Our solution adheres to **Annex_A1_A2_A3_A5_A14** and **SOR_4.29_4.30_4.27**.

System Hosting & Data Storage

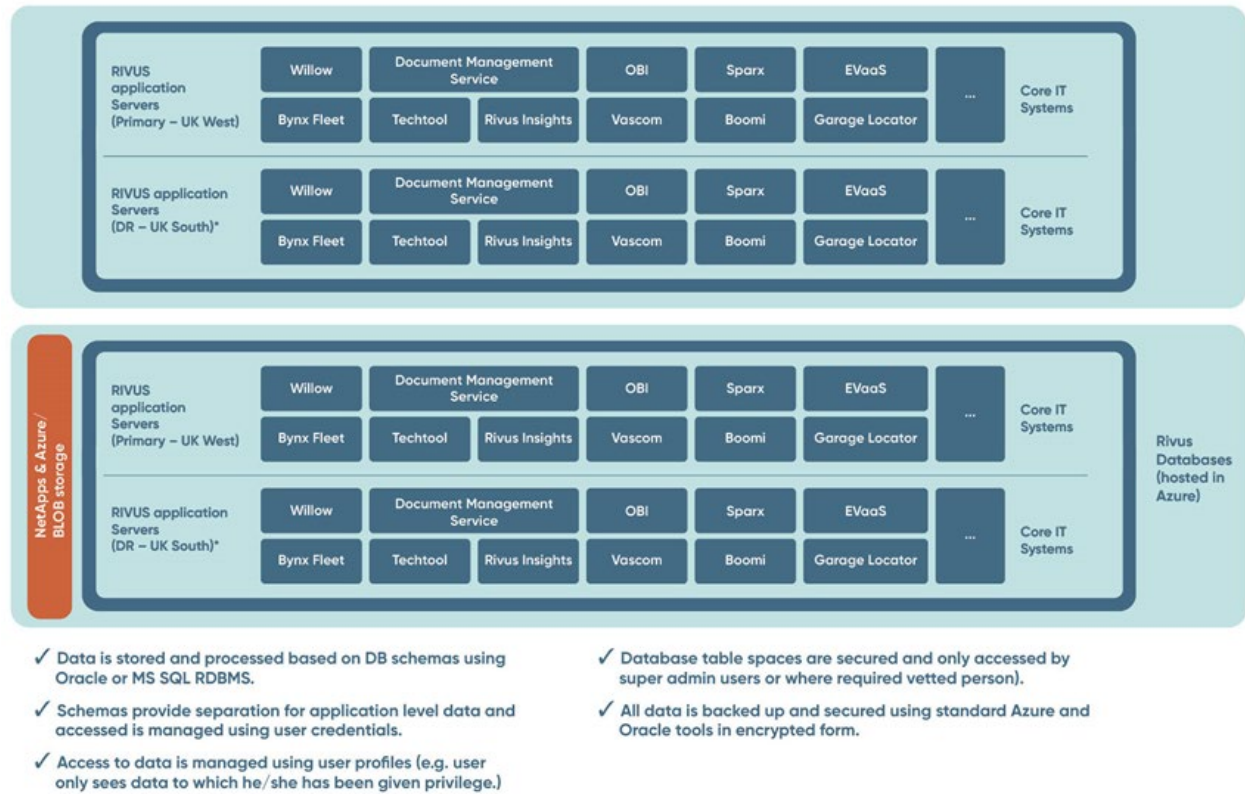


Figure_2_Our agile on-demand environment

Adherence to all security requirements

We will use the solutions above to provide the following:

- An Information Security Management System.
- Information Security Policies and Risk Management Plan aligned to ISO27001.
- Full certification of ISO27001, we will achieve this by May 2023.
- Risk Management Board and Information Security Management Meetings held monthly to report risks, treatments, plans, KPIs, metrics and project updates.
- Our Cyber Essentials Plus.
- NCSC Cloud Security Principles.
- Cyber Incident Response Plan aligned to:
 - National Institute for Standards and Technology (NIST).
 - Cyber Security Framework.
 - NIST SP-800-61r2, NCSC Incident Management guidance.
 - ISO/IEC 27035-1:2016.

- Vendor and Supplier security assessments aligned to UK Government Supplier Assurance Framework.
- Daily vulnerability and configuration scans.
- Vulnerabilities scored using Common Vulnerability Scoring System.
- Annual penetration testing by a CESA CHECK tester.
- Data Protection Officer ICO registered.
- Advanced anti-malware with heuristic and cloud analysis.
- The ability to automatically resolve threats.
- Data controls limiting access by user profile or access approval.
- GDPR and DPA compliance.

We adhere to zero trust and least privilege principles, hosting on Public Cloud infrastructure. Restrictive 'conditional access' policies require Multi-Factor Authentication, compliant devices and location-based restrictions.

Cascading technical requirements and repair instructions

We will cascade technical requirements and repair instructions throughout our workforce, store and manage a broad set of customer, contract, vehicle and technical data within our secure FMS. Changes are managed through workflows and made available to our workforce by user-assigned roles.

We will assess data received from the Authority through integration with SI to ensure the priority of the vehicle is understood and acted upon accordingly when progressing repairs. This information is accessible to our workforce via the Rivus QMS. Types of information include:

- **Customer profiles** – operational information including parts fitment, replacement vehicles, maintenance and generic warranty policies (**Annex_A10**).
- **Vehicle manuals** – information relating to specialist modifications and equipment.
- **Technical bulletins** – customer or manufacturer notifications relating to repair of specific equipment or vehicles.
- **Recall information** – work instruction for manufacturer recalls or customer campaign requests. This is in addition to having access to the vehicle manufacturer systems.

Dedicated teams manage the above information to ensure the information is current, up-to-date and version-controlled before being published. We will utilise this process to distribute the Authority's Technical Information Instructions as per **Annex_A3_A11**.

All technicians can access the Haynes Pro platform E3 Technical, providing in-depth vehicle technical data, including repair methods.

We will manage all communications and changes to the Rivus personnel who support the Authority through several targeted and secure communication distribution methods. We will manage these methods as per Figure_3.

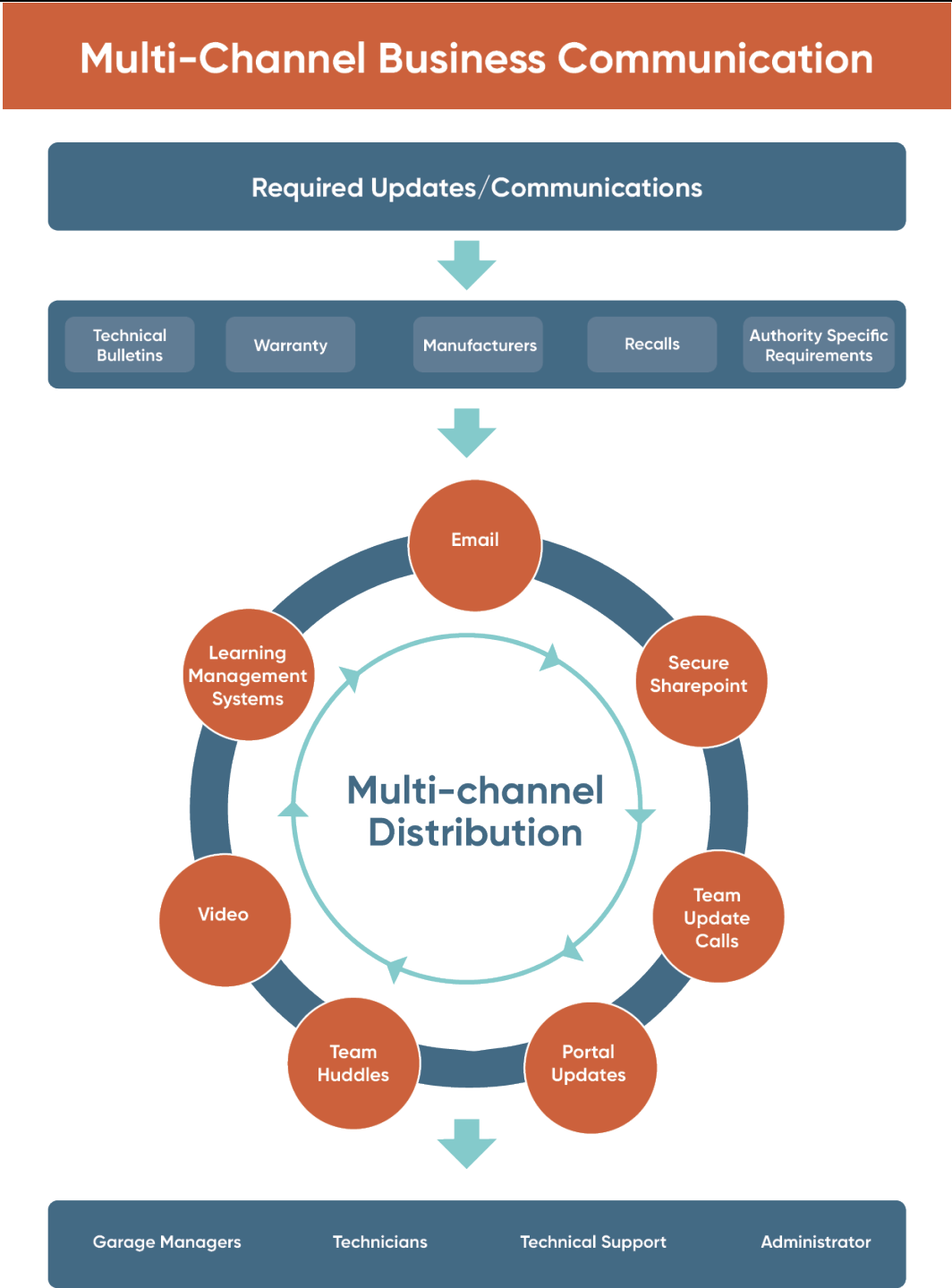


Figure_3_Communication of technical requirements and repair instructions managed through our multi-channel communication distribution process

Our solution adheres to **SOR_4.6_4.7_4.9_4.23_4.28** and **Annex_A1_A2_A3**.

Enabling repair authorisation

Our solution enables repair authorisation through stored contracted approval limits within our FMS against a system-based customer profile. Limits will be agreed upon with the Authority during mobilisation to manage and maximise vehicle uptime and reviewed quarterly. Additional approval controls will be available to cover, for example, reduced spend when vehicles reach end-of-life.

In collaboration with the SI, we will request vehicle data, including the first notification of defect, before the vehicle arrives at the garage. We will use this data to build the job estimate in the FMS with costings based on:

- Industry-standard times (ICME)
- Authority’s contractually agreed hourly rates
- Parts to requiring replacement

Where the total cost job exceeds the contracted limit, the user will be notified that Authority approval is required.

The system generates an estimate, which will be sent with supporting information to the Authority for review. The completed job will be invoiced up to and not exceeding the Authority approved limit (Figure_4), adhering to **SOR_4.6_4.7_4.8_4.9_4.11** and **Annex_A9_A14**.



Figure_4_ Our repair authorisation process

Our approach to data exchange with the Systems Integrator

Our Integration Platform, Boomi (Figure_5), provides our resilient and secure data integration layer, including capabilities to align the Active Directories for secure transfer or secure data. This includes load and balance testing and BCDR for services.

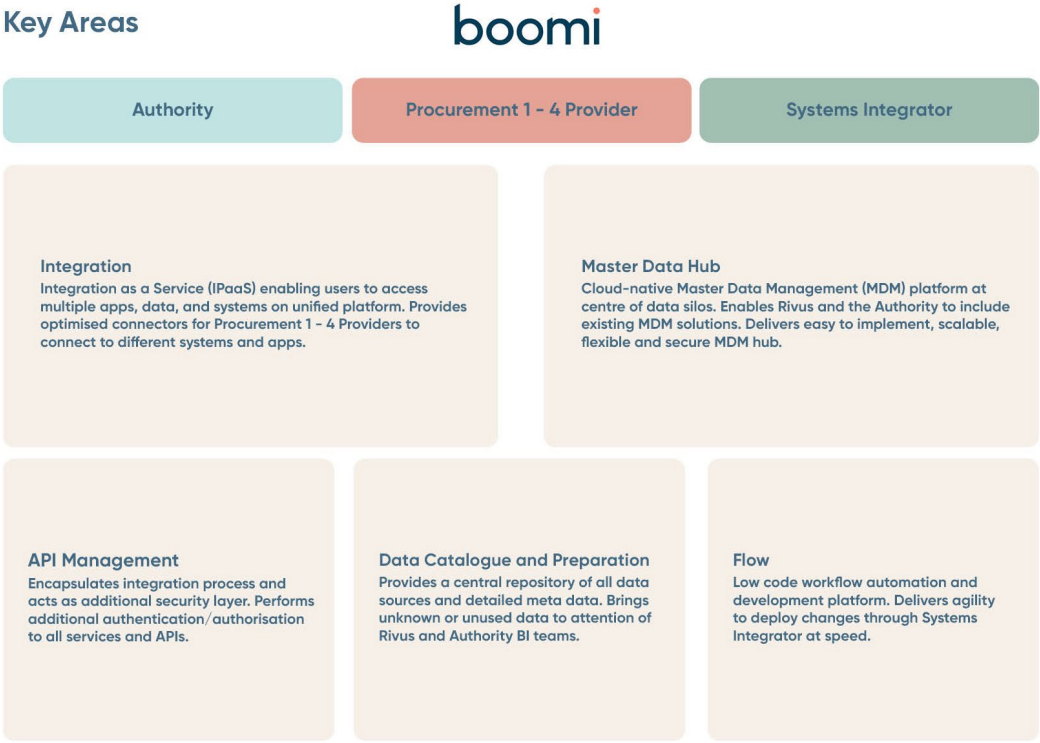


Figure_5_ Bommi key areas

Integrated with our FMS, the Boomi platform facilitates and controls data exchange between Rivus, the SI and other external providers throughout the lifecycle of the SMR&I transactions and other services. Our platform will allow additional data flow as agreed with the Authority and SI (Figure_6).

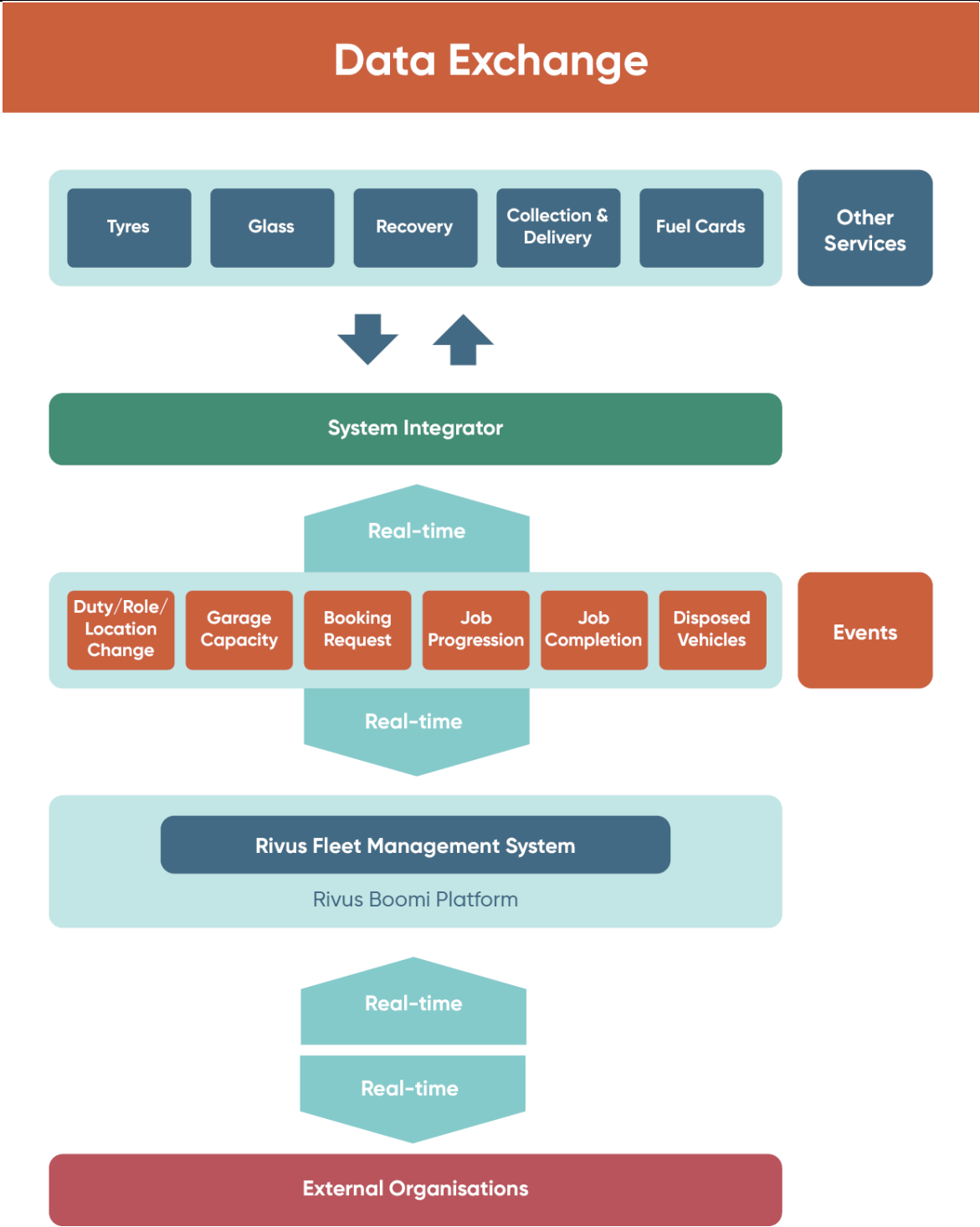


Figure_6_Our system process for managing data exchange

The Boomi interface links support the integration, aggregation and event management required to manage the service and integration requests and service points from the system integrator and, if required, into other providers.

Our solution adheres to **SOR_4.27_4.29_4.30** and **Annex_A1**

Added-value from a single Rivus Procurement 1-5 solution

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Please refer to the uploaded 'Procurement_1-3_SMR&I_Overview_Video'.

Appendix 2

Annex E to Rivus ITN Response – Health and Safety

**ANNEX E - HEALTH and SAFETY
RESPONSE DOCUMENT**

**PROCUREMENT 1 – EMERGENCY RESPONSE VEHICLE
REPAIR**
(Portal Reference Number: 539)

Annex E – Health and Safety

The marks available for each question in this section are detailed below:

Annex	Title	Question	Individual Weighting for Sub-Criteria	Max Individual weighted score
E	Health and Safety	E1	100%	2.0%
		Total	100%	2.0%

E1	Health & Safety Management System
Guide	Max 500 per bullet point- total 3,000 words
The Authority operates a Health and Safety Management System (HSMS) that is based on the Health and Safety Executive's document 'Managing for Health and Safety' (HSG(65)) (available in the following link: https://www.hse.gov.uk/pubns/books/hsg65.htm), and we expect our suppliers to have an effective health and safety management system commensurate with the activities of this contract that they undertake. Please outline details of your HSMS and how you will implement this in regards to the requirements of this contract, with particular reference but not limited to: • Your organisational structure for managing health and safety; • Your health and safety policy; • Arrangements for training your staff (including subcontractors if applicable); • Risk assessments for your activities; • Accident/Near miss reporting, including trend analysis (including subcontractors if applicable); • Review and self-audit (including any Organisational Learning from accident/near miss investigations, etc).	
Our organisation structure for managing health and safety Rivus bring an embedded culture of health and safety (H&S) through our service delivery that aligns with the Authority. We promote H&S from the very top of our organisation. We expect all Executive Team members to be leaders in safety by promoting excellence and providing a visible role model for others to follow. We layer this ethos throughout our organisation. They encourage employees to innovate, question the norm and continuously improve our working environment. All Environmental Health and Safety (EHS) function members are employed full-time and hold the appropriate H&S qualifications. Qualifications held by our team include: • NEBOSH General certificate • NEBOSH Diploma • IOSH Per the organisation structure illustrated in Figure_1, our Head of Environmental, Health and Safety will lead our EHS function to deliver this contract. They will report directly to the Executive Team with direct accountability for all H&S matters. The Executive Team will provide the required H&S support, advice and governance needed to meet the contract requirements, and includes: • Promoting and driving exceptional safety leadership • Engaging with our employees and promoting safe behaviours • Providing professional and practical advice on risk evaluation and control to employees and subcontractors • Provide advice on statutory requirements, codes of practice and legislation • Conducting safety inspections and management system audits • Investigating accidents and incidents and recommending preventative actions • Providing advice on and assistance with safety training • Reviewing systems of work and verifying proposed control strategies	

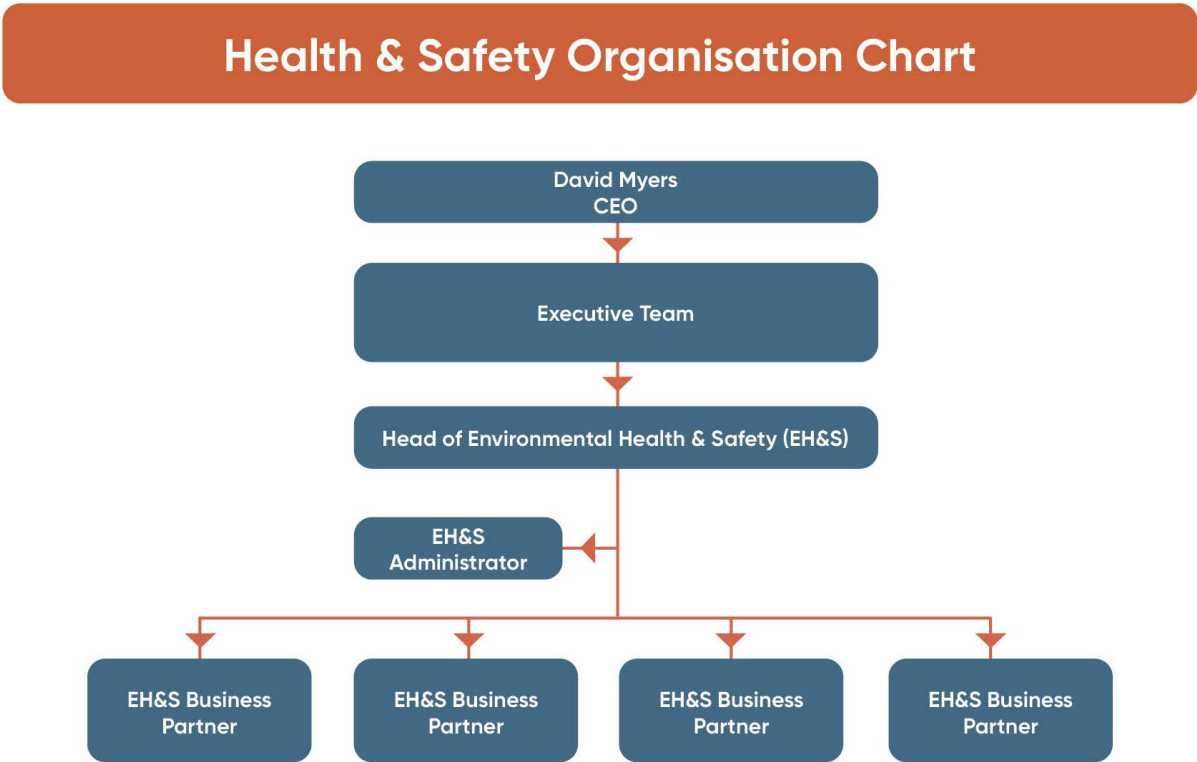


Figure_1_The Rivus EHS organisation structure

Our Health & Safety Management System (HSMS) (Figure_2) forms the operational framework for managing health and safety when delivering our services. Our HSMS structure not only meets the standard of HSG65 but is also accredited to the ISO45001 standard and is subject to an annual review and assessment by Lloyd’s Register Quality Assurance Limited.

By acting as our central process and document repository for safety processes and procedures, the HSMS provides the ‘single source of truth’ by ensuring a consistent, standardised approach to safety throughout the organisation.

Comprising a series of linked processes, the HSMS is mapped to enable our employees to visually understand and communicate how these processes work and interact with other processes. Process maps are supported by written procedures, work instructions and standard forms where required.

To ensure all duties comply with legislation and regulations, our procedures are implemented, communicated frequently, adhered to, and supported by trained safety staff.

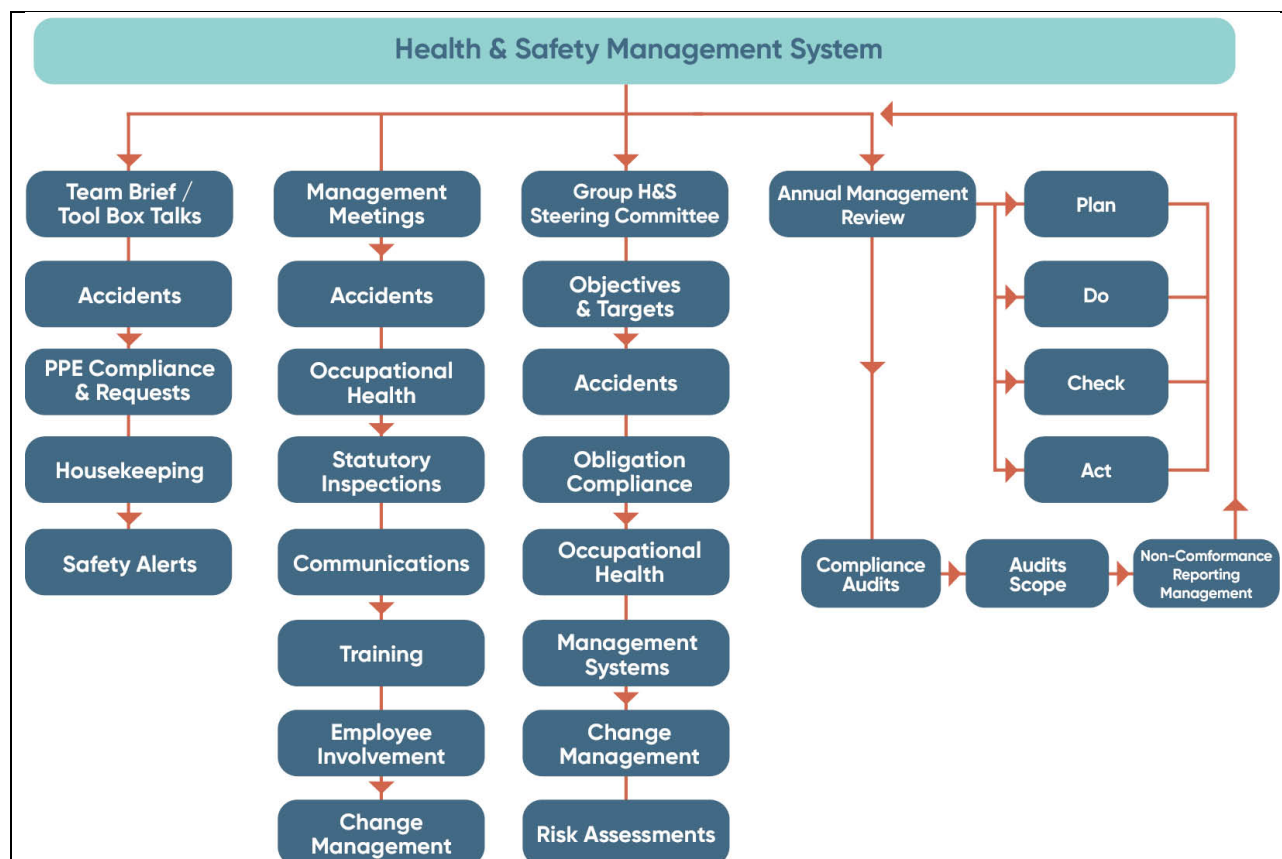


Figure_2_ Overview of our HSMS framework

Our H&S policy

We are one of the UK's largest commercial fleet management businesses providing vehicle maintenance, repairs, accident management, and innovative vehicle design services. The Occupational Health & Safety (OHS) Policy applies to all businesses and services under the Executive Team. H&S is a priority in our business, and we encourage and promote a proactive H&S culture throughout the organisation. Our policy sets out a framework for providing an adequate qualified resource to enable the business to meet its obligations and continually improve our safety performance.

We are committed to ensuring that legislative and other areas of OHS compliance are adhered to and will endeavour to excel where reasonably practicable while working in partnerships with our customers to enable them to meet areas of OHS compliance requirements.

The Executive Team will, as far as is reasonably practicable:

- Provide and maintain a safe and healthy working environment
- Embrace improvement opportunities and take steps to prevent injury and work-related illness
- Elimination of hazards
- Manage risks arising from our work activities
- Lead by example in promoting safety and challenging unsafe behaviour
- Encourage worker involvement and participation
- Engage and consult with workers on H&S matters
- Ensure that workers are competent, supervised and adequately trained
- Set targets and review progress regularly

- Maintain company H&S policies, procedures, and documents
- Encourage proactive auditing and sampling of the process
- Periodically review the management system to ensure that it remains relevant and appropriate to the organisation
- Make the OHS policy statement available to all interested parties

We expect all our employees to take responsibility for their own H&S wellbeing and that of their colleagues and visitors in the workplace by:

- Undertaking all work activities in a safe manner
- Not working in a way that could put themselves or others at risk of harm
- Not working in a manner that could result in the ill health of themselves or others
- Reporting safety concerns, incidents and near misses to the Executive Team
- Challenging any unsafe behaviour of others around them

We believe that in safeguarding our employees and managing health and safety in the workplace, we also safeguard our future as a business.

Arrangements for training our employees and subcontractors

When communicating H&S issues and auditing employees, we do not distinguish between employees and subcontractors. All individuals working on a Rivus site will receive the same H&S training/induction, ensuring all employees and subcontractors possess the correct knowledge to conduct their job safely.

Employees

Monthly training is vital to promote a proactive H&S culture across the organisation, ensuring employees are competent, adequately trained, and appropriately supervised for their roles.

We provide a blended H&S training programme through:

- Internal training through subject matter experts or qualified trainers.
- External training through training providers.
- Classroom learning or online learning through our in-house platform Learning Management System (LMS), ensuring we provide the right solution for the learners' needs.

Training includes:

- Education and training of our Executive Team to enable them to be H&S role models and lead from the front within the organisation.
- Collaboration with Trade Union(s) to deliver a joined-up approach to H&S with fully trained safety representatives across the UK regularly completing safety audits.
- Mandatory IOSH training for our Garage Managers who additionally have an incentive scheme linked to the safety of their Garage.
- Mandatory H&S training delivered through our LMS platform for all employees covering various H&S topics and renewed annually.
- All training records, skills matrixes and qualification expiry dates are logged in our LMS platform to ensure planning and no skills gaps arise in any locations.
- Investment in qualified internal resources to deliver statutory training for first aid and fire warden certifications.

- H&S training is incorporated into onboarding all employees through our LMS platform and site-specific safety briefings/tours.
- Specialist training that reflects industry change and new to market or specialist vehicle types, such as alternative fuels

Subcontractors

- Any contractor visiting a Rivus site must complete our safety briefing packs and provide permits to work where required.
- As part of appointing any subcontractors, we will check that they have the appropriate qualifications to undertake the work required as part of any PQQ.
- Where we maintain relationships with subcontractors, we will check any qualifications annually to ensure they are kept current.

For ongoing training awareness in response to changes in legislation or incidents that have taken place, we also deliver the following:

- **Toolbox talks** – these are safety briefings that predominantly take place within our garage network so we can share best practice and any changes to policies, procedures or ways of working.
- **Monthly people management briefings** – this provides H&S updates to all people managers in the business, including briefing packs incorporating all information covered for them to deliver to their teams.
- **Monthly team huddles** – where employees are provided with the updates from the Executive Team briefings.

In addition to the above, we encourage all our employees to take a proactive approach to personal development and will support requests for training in this area. Our in-house EHS team holds various qualifications, from the NEBOSH General certificate to the NEBOSH Diploma.

Risk assessments for our activities

Our policy is to ensure we carry out suitable and sufficient risk assessments to identify hazards, assess risks and implement safe systems of work to control work activities that may affect the H&S of persons at work or others affected by our activities. We have a documented Risk Assessment procedure in place.

Risk assessments will be carried out for routine and continuing work activities and reviewed periodically or when significant changes occur, such as changes to working procedures, new personnel or in the event of an incident or near-miss.

We will carry out task-based risk assessments for all work activities, for example, maintenance tasks and specialised contractors' work.

All risk assessments include:

- The identification of hazards present or likely to be created by the work activity or task being undertaken.
- The identification of people (or groups of people) who might be harmed or affected by the hazards identified, including those not directly involved.
- An evaluation of the likelihood and severity of the risk that the hazards will present while carrying out the work activity or task.
- Identify and evaluate the existing control measures and their effectiveness in controlling the perceived risks.

- An estimation of the residual risk remaining with control measures in place and working effectively. This will be calculated using the risk rating matrix and categorised as a high, medium or low risk.
- The introduction of further measures and controls to reduce any remaining risk to the lowest probability that is reasonably practicable.

Our EHS business partners will collaborate with our Garage Manager and technicians to conduct risk assessments and identify and implement control measures.

Some common hazards identified within our garage environment include:

- **Slips, trips and falls** – to mitigate this risk, we have robust housekeeping measures in place, conduct annual training for our employees, and provide adequate storage for goods.
- **Fire** – to mitigate this risk, we have regular fire drills and trained fire marshals; we ensure a qualified third-party has conducted our fire risk assessment.
- **Manual Handling** – lifting of heavy parts, to mitigate this, we provide manual handling training and lifting equipment where required
- **Safe systems of work** – a combination of hard and soft controls, such as lock out for equipment when in use, signage and training.
- **Spills** – mitigated by inspections, spill kits and audits

When carrying out risk assessments, we will use the following process:

Where score ratings do not fall within an acceptable limit, we will implement the necessary controls, and appropriate training will be provided and/or provision of appropriate Personal Protective Equipment (PPE).

Risk assessments will be stored digitally in our central HSMS, with hard copies held at the appropriate location, and employees will have access to this information via our intranet site. We will communicate changes to risk assessments via our Intranet, email, team huddles or toolbox talks.

We also use external specialist risk assessors for asbestos, legionella, fire, and regular testing where required.

Accident/near-miss reporting, including trend analysis

Our policy is to ensure that all accidents, incidents, hazards and near misses are reported and recorded for investigation, analysis and reporting to the Executive Team and any statutory authorities who require notification.

We actively encourage employees to report accidents and near misses so we can understand trends and drive continuous improvement across our organisation.

To enable the effective reporting of all events, our employees and subcontractors will have access to our digital reporting platform, part of our HSMS via our intranet home page or a QR code displayed within the premises on notice boards. Our mobile employees will access the platform via a mobile app. All incoming incidents will be recorded and logged using this bespoke accident/incident reporting system that allows extensive analysis and functionality. The system also allows the status of all incidents to be effectively tracked for reporting purposes, from initial reporting, through the investigation process, to close-out.

When an accident or near-miss is reported internally, an alert will be provided to our Executive Team, our Head of Environmental, Health and Safety and any applicable

functional manager. Upon notification, this will trigger an investigation into the situation. Where remedial action is required, this will be implemented together with lessons learnt being communicated with the wider organisation where applicable, to ensure continuous improvement

Accident/near miss trend analysis (Figure_3) will be reported monthly in the Executive and shareholder meetings to drive continuous improvement.

Accidents		LCV	HGV	Rivus Group
Month	Accidents	3	3	6
	Hazard Reporting	73	42	115
	Lost Time Accidents	0	1	1
	RIDDOR Reportable	0	1	1
	Emp Accident Rate	0.4%	0.9%	1%
Accidents		LCV	HGV	Rivus Group
Year to Date	Accidents	17	5	22
	Near Miss	125	161	286
	Lost Time Accidents	4	1	5
	RIDDOR Reportable	4	1	5
	Group Total Accidents RY	64		
	% Change 2021	-8.57%		
Annual Target		LCV	HGV	Rivus Group
Target	Accidents	40	27	67
	Near Miss	360	360	720
	RIDDOR Reportable	4	4	8
	Emp Acc Rate	5%	5%	5%
	HSE Incidence Frequency	44	44	44
Rolling Year		LCV	HGV	Rivus Group
Actual	Accidents	38	26	
	Near Miss	138	297	
	RIDDOR Reportable	7	1	
	Emp Acc Rate	5%	7%	
	HSE Incidence Frequency	47		
Rolling Year		Target	Actual	% Difference
Combined	Accidents	67	64	-4.48%
	Near Miss	720	435	-39.68%
	Riddor Reportable	12	8	-33.33%
	Emp Accident Rate	5%	5.38%	7.7%
	HSE Incidence Frequency	44	54	21.72%

RIDDOR Reports Rolling Year				
Date	Details	Location	Injury	Risk Rating
May 21	While drilling IP felt pain in ribs	Preston	Sprain/Strain	Low
Jun 21	Using sping compressor, IP hurt his knee	Belfast	Sprain/Strain	Low
Sept 21	VOSA employee fell down pit while checking over a vehicle	Hastings	Bruising/Swelling	High
Dec 21	IP trapped between post and vehicle door. Vehicle was in motion.	Northampton	Fracture/Break	High
Dec 21	IP cut hand removing a gearbox	Chester	Cut	Medium
Jan 22	IP tripped while walking across inspection area	Haydock Park	Fracture/Break	Low
Feb 22	IP slipped while using a winch	Swindon	Bruising/Swelling	Medium
Mar 22	Ejected material from another process penetrated skin just below IP's eye	North Allerton	Eye Trauma	High



Figure_3_Example of our accident/near-miss trend analysis report

In addition to internal accident/near-miss reporting, we also have a system available to our customers for reporting complaints or incidents involving vehicles that we manage. Incidents involving a vehicle will be classed as red flags, and internal alerts and investigations will be launched within our organisation on receipt. We also provide trend analysis reporting back to our customers where required.

Our approach to review and self-auditing

We consider the review and self-auditing a fundamental part of continuous improvement, and we will approach this in multiple ways to ensure its effectiveness. Audits are planned and unplanned and will be carried out by our internal auditors, Trade Union safety representatives and external auditors at various points throughout the year. Each Rivas site will receive at least two audits per annum.

At each audit, we will assess the following:

- Risk assessments – ensure they are up to date and accurately reflect the tasks carried out in that location and the appropriate risks and controls identified and implemented.
- Review the physical location to ensure it is clean, tidy, and risk-free.
- Check the understanding of controls with employees and that they know what processes they should be following/safe systems or work/PPE required for their tasks.

Upon completing an audit, any identified areas of concern will be communicated to the responsible person and added to the action tracker to ensure prompt completion of any

actions. Similarly, any best practice identified will be captured and shared with the wider business.

Our Trade Unions Safety representatives also complete audits, and any areas of concern are discussed in a monthly meeting with improvement plans made. We will collaborate with Trade Unions on safety matters and have a current joint safety campaign whereby we are actively recruiting additional safety representatives for each location within Rivus. The view is that audits then become a daily task everywhere. Our audit process aims to embed organisational learning across the Rivus organisation through creating, retaining, and transferring knowledge that drives continuous improvement.

We acknowledge the importance of continuous improvement through an effective lessons learnt process. As a result, we operate established standardised measures to ensure that all recommendations and suggestions for improved processes are captured from across the organisation and made available to others for use as required per our accident/incident procedures.

By effectively investigating the root cause of an incident or accident and implementing a change in working, procedure or PPE requirement, we look to prevent a reoccurrence and improve our working environment for our employees and other stakeholders.

Appendix 3

Annex F to Rivus ITN Response – Security Questionnaire

**ANNEX F – SECURITY
QUESTIONNAIRE
RESPONSE DOCUMENT**

**PROCUREMENT 1 – EMERGENCY RESPONSE VEHICLE
REPAIR**

(Portal Reference Number: 539)

1. Personnel Security

- 1.1 As part of a holistic security regime, suppliers must have in place appropriate personnel security controls before and during employment to reduce the risk of damage, loss or compromise of MOPAC assets.
- 1.2 Please provide details of your organisations approach to 'pre-employment' screening as defined by the Baseline Personnel Security Standard 2018 (BPSS)
- 1.3 In addition to personnel pre-employment screening, there may be requirement personnel to undergo / achieve MPS specific vetting. Please confirm acceptance of this requirement.

Response:

1.2

- We conduct BPSS enhanced checks for all new staff.
- We conduct enhanced checks on third-party contractors with site access.

1.3

- We confirm acceptance of the requirement to undergo MPS specific vetting.

2. Security Awareness / Training

- 2.1 Please describe your organisations approach to information security awareness (In your response, please identify how staff are made aware of their obligation to key elements of information security)
- 2.2 Please identify how the effectiveness of your security awareness program is measured.

Response:

2.1

- Each person must undergo cyber security and GDPR training as part of their induction, refreshed annually.
- Read and accept the Acceptable Use Policy.
- Intranet site containing security training and advice.
- Communication sent out monthly basis covering topics such as password policy and phishing policy.
- Our Learning Management System (LMS) 'Litmos' contains all the information relating to training and monitors refresher dates and automatically sends a reminder to complete it.
- Site audits – staff are audited on site security, and if necessary, they can be referred to undertake additional training.

2.2

- Site audits – announced and unannounced
- Attack simulation – phishing emails
- Review completion stats on the Learning Management System (LMS)

3. Key Personnel Details**3.1** Please provide details for the nominated Designated Security Coordinator (DSC) and Account Director

Note: since the DSC will be responsible for the secure delivery of the contracted services, **the DSC must review the responses** to this Security Questionnaire for accuracy and approval prior to being returned by the bidder.

DSC details

Response: [This will be completed following contract award]

Name:

Job Title:

Security Vetting Status:

Address (Work):

Telephone No (Work):

Email Address (Work):

Account Director [This will be completed following contract award]

Response:

Name:

Job Title:

Security Vetting Status:

Address (Work):

Telephone No (Work):

Email Address (Work):

Additional key personnel will be identified and agreed as appropriate following contract award. For example, these will include:

- Service Delivery Director
- Account Director
- Strategic Account Manager
- Designated Security Coordinator
- Health & Safety Coordinator

Names will be provided following contract award.

4.

General

The following questions are neither exhaustive or in priority order. Any additional information not captured within the below questions which provide a more comprehensive picture should be included.

With the above in mind, please provide the full postal addresses for all of the location(s) including any sub-contractors from where the contracted services will be to delivered. Where available, please also provide website address.

Response:

Map showing locations of garages where the contracted services will be delivered:



<u>Garages to be used</u>	<u>Support Garages</u>
Crayford Rivus Garage Greyhound Way Dartford DA1 4HF www.rivusgroup.co.uk Enfield Rivus Garage 277 Lincoln Road Enfield EN1 1SY www.rivusgroup.co.uk Heathrow Rivus Garage Colnbrook bypass West Drayton UB7 0HA www.rivusgroup.co.uk Watford Rivus Garage Orphanage Road Watford WD24 4QX www.rivusgroup.co.uk Wimbledon Rivus Garage 3 Weir Road London SW19 8UG www.rivusgroup.co.uk	Chelmsford Rivus Garage Rodney Way Chelmsford CM1 3BY www.rivusgroup.co.uk Dagenham Rivus Garage Unit 1 Beam Reach Business Park, Consul Avenue, Rainham, RM13 8EU www.rivusgroup.co.uk Guildford Rivus Garage Moorfield Road, Slyfield Industrial Estate, Guildford, GU1 1RU www.rivusgroup.co.uk Maidstone Rivus Garage New Hythe Business Park, Papyrus Way, Larkfield, Aylesford, ME20 7SX www.rivusgroup.co.uk Purfleet Rivus Garage Dolphin Way Purfleet RM20 3XD www.rivusgroup.co.uk

5. Location

Provide a basic overview of the proposed environment(s). For example – if the location(s) is within a commercial business park or if a shared building, who are the other occupants/users. Please provide a digital photograph of the location(s) and/or a plan noting the specific area(s) from where the contracted services will be delivered/managed, etc.

Response: (Attach separately if required).

Rivus will carry out the contracted services across the following locations:

Rivus Crayford – DA1 4HF

Rivus Crayford - DA1 4HF**Locality**

- Located in a small industrial area in Crayford and next to a supermarket and greyhound race track
- BT has a small office next to our garage which will have a separate access
- The Authority contracted services will be carried out within the red boundaries and the perimeter security of this boundary will comply with the Authority requirements



- Located in a small industrial area in Crayford and next to a Sainsbury supermarket and greyhound racetrack.
- BT has a small office next to our garage which will have separate access.
- The Authority contracted services will be carried out within the red boundaries, and the perimeter security of this boundary will comply with the Authority's requirements.

Rivus Enfield – EN1 1SY

Rivus Enfield - EN1 1ST



The map shows the Rivus Enfield site (highlighted in red) located on Lincoln Road in Enfield. The site is situated between Halfords and BT, with Euro Car Parts to the south and railway tracks to the east. Suffolk Rd is also visible to the east.

Locality

- Co-located on a large BT secure site on Lincoln Road in Enfield
- There is a small trade counter and light industrial units to the left hand side and railway tracks to the right hand side
- The Rivus garage is at the rear of the site away from the main road
- The site has security gates, one for entering and the other for exiting
- The Authority contracted services will be carried out within the red boundaries and the perimeter security of this boundary will comply with the Authority requirements




- Co-located on a large BT secure site on Lincoln Road in Enfield.
- There is a small trade counter and light industrial units on the left-hand side and railway tracks on the right.
- The Rivus workshop is at the rear of the site, away from the main road.
- The site has security gates, one for entering and the other for exiting.

- The Authority contracted services will be carried out within the red boundaries, and the perimeter security of this boundary will comply with the Authority requirement.

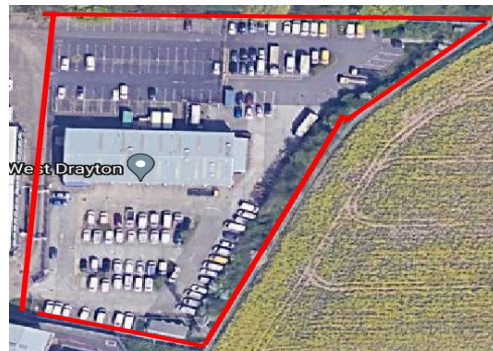
Rivus Heathrow – UB7 0HA

Rivus Heathrow – UB7 0HB



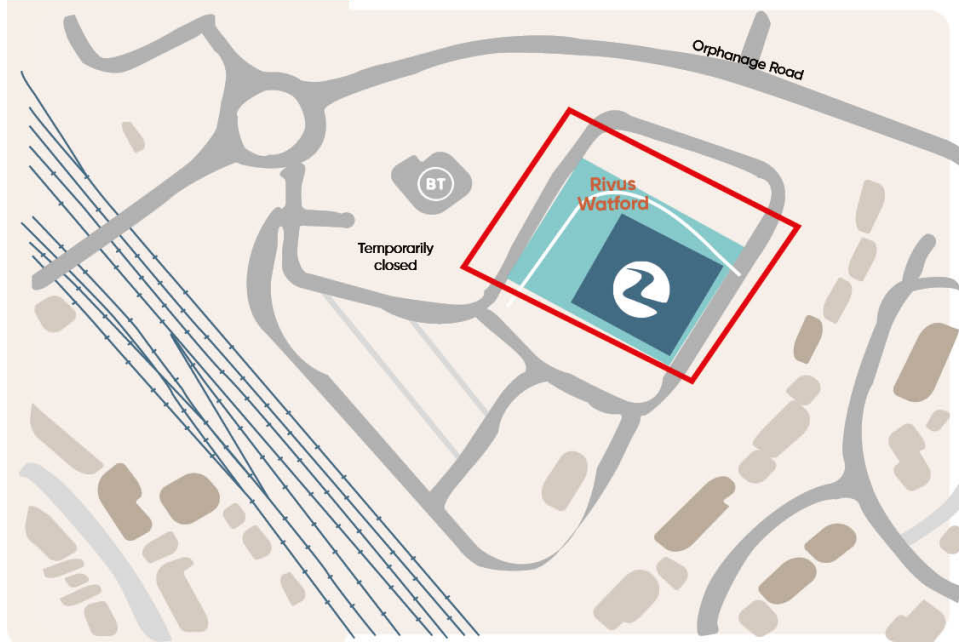
Locality

- Located behind the Heathrow detention centre off the Colnbrook by-pass near Heathrow airport and next to the BT Data Centre
- The site is not shared
- The Authority contracted services will be carried out within the red boundaries and the perimeter security of this boundary will comply with the Authority requirements



- Located behind the Heathrow detention centre off the Colnbrook by-pass near Heathrow airport and next to the BT Data Centre.

- The site is not shared.
- The Authority contracted services will be carried out within the red boundaries, and the perimeter security of this boundary will comply with the Authority requirements.

Rivus Watford – WD24 4QX**Rivus Watford – WD24 4QH****Locality**

- Co-located on a shared secure site with BT
- In a mainly residential location and within a short walk of Watford Junction railway station and commercial area
- Our garage is at the top end of the site

The Authority contracted services will be carried out within the red boundaries and the perimeter security of this boundary will comply with the Authority requirements



- Co-located on a shared secure site with BT In a mainly residential location and within a short walk of Watford Junction railway station and commercial area.
- Our garage is at the top end of the site.
- The Authority contracted services will be carried out within the red boundaries, and the perimeter security of this boundary will comply with the Authority requirements.

Rivos Wimbledon – SW19 8UG

Rivus Wimbledon - SW19 8UG



Locality

- Co-located on a shared site with BT. BT use the small office block to the right hand side of the building, shown outside of the red boundaries
- The site is in an industrial area on Weir Road, Wimbledon
- Our garage is in the middle of the site allowing access into the garage on both sides of the building
- The Authority contracted services will be carried within the red boundaries and the perimeter security of this boundary will comply with the Authority requirements



- Co-located on a shared site with BT using the small office block to the right-hand side of the building, shown outside the red boundaries.
- The site is in an industrial area on Weir Road, Wimbledon

- Our garage is in the middle of the site allowing access into the garage on both sides of the building.
- The Authority contracted services will be carried out within the red boundaries, and the perimeter security of this boundary will comply with the Authority's requirements.

6.

Perimeter Security

- Fully describe any existing or proposed perimeter security measures and its purpose and function. Ensure reference is made to all access points whether vehicular or pedestrian and how these points are controlled and managed.
- Details may include (but not be restricted to) fence type i.e. weld mesh/wooden, approx. height, vehicle entrance type i.e. motorised/manual
- Within your response please also include details of any electronic measures, which are designed to enhance any perimeter security i.e. Perimeter Intrusion Detection Systems (PIDS)
- If perimeter security is not applicable, please provide details of any demarcation that defines the boundary line of the site location/s

Response:

Rivus will be using five of our existing garages within the London area and, following a risk assessment, can confirm that each site will comply with the perimeter security requirements in **FS-TS-2015-01-V2 Fleet Asset Security - clause 6.3.**

The security of our perimeter will include:

Fencing

- Double fencing to enhance security. This is a secondary fence installed inside the existing fence. This reduces the possibility of gaining access without being spotted by security personnel or CCTV cameras attempting to gain access.
- The inner fence will be a 358-prison mesh security fence with a minimum height of 2.4m.
- Prison mesh is ideally suited where maximum security is required, as the small gaps of the mesh and the thickness of the wire make scaling and cutting prison mesh difficult.
- There is good visibility through the fence, allowing sight of what is happening outside the fence and easily spot any potential intruders.
- The fencing meets BS1722 standards.
- Sufficient external LED lighting makes sure the perimeter is visible by security personnel and CCTV cameras.

Vehicular access

- The gate will be a minimum height of 2.4m.
- Vehicular access will be through a controlled entrance/exit.
- Motorised gate(s) will be operated from the office with the ability to talk and see the driver through an intercom/camera located by the gate.
- Access is only granted to booked in vehicles.
- On arrival at the gate, the driver uses the intercom to contact the office.
- The office can validate the person through the camera and verify on the intercom before allowing them onto the site.

- The gate will comply with CE Approved BS/EN 12453 standards.

Personnel access

- Personnel access to the site will be through an access control security full height gate/turnstile.

24-hour onsite security

- Rivus will comply with the Authority security requirements in **FS-TS-2015-01-V2 Fleet Asset Security - clause 6.3** by having 24-hour onsite security whose responsibilities include monitoring and inspecting the fence lines and access points.

7.

Access Control

Fully describe what method/s of access control measures electronic and/or mechanical are in existence on all access points within the proposed location/s.

Response:

Not Applicable

If no existing access control measures are in place state whether such measures will be implemented as it relates to the secure provision of services and fully describe what these measures will entail.

Rivus confirms we will adopt the requirements for the security for all the Authority assets as outlined in **FS-TS-2015-01-V2 Fleet Asset Security** and implement a suitable access control system.

The access control measures will entail:

- Motorised gate(s) for vehicular access, which will be operated from the office, with the ability to talk and see the driver through an intercom located by the gate and only booked vehicles will gain access.
- Personnel access to the site will be through an access control security full height gate/turnstile.
- Individuals required to access the Authority systems will hold a current NPPV Level 1 clearance. Where required to operate, the system will hold a current NPPV Level 2 (Full) + CTC clearance and follow the documented processes.
- We will agree on a case-by-case individual requirements requiring access to secret and/or high-security information.

Access Points

- Access points, including all doors and turnstiles, will be controlled requiring contactless smart cards and biometrics systems.
- The security status of each access point is controlled by the smart card scanner settings associated with that particular access point.
- These settings determine the customisable locked status of each access point.

Smart Cards and Readers

- Contactless smart cards are used to operate time, attendance, access control and visitor monitoring systems.
- All smart cards and key fobs use the same well-proven and reliable radio frequency-reading technology. This gives a consistent read range that is unaffected by most external conditions.

The Person

- An individual's security profile is based upon their access group. People are assigned to an access group, either unique to them or common to their department or status.
- These separate rules are known as access patterns. Access patterns dictate which areas a person can access.

Site Access Patterns

- Set patterns regulate which doors a cardholder may pass through on a particular day.
- Access to each door release can be granted or denied.
- Additional permissions, such as the requirement for a PIN number or biometric verification, can be applied separately to each door.

Access Rights

- When a person attempts to pass through an access point, the access controllers in the system compare the individual's security profile with that of the access point. Security profiles are based upon the access patterns, the day, time of day, and the security threat level of the attempted access.

Comprehensive System Security and Role Management

- Access to information within the system is strictly controlled, and system users are limited to only the menu options granted in their assigned role.
- System security permissions are assigned to each user and control which cardholders are visible to the logged-in user. Depending upon these permissions, a person may be limited to 'view only' access to a limited subset of employees.

Entry Under Duress

- Cardholders can enter a special code to warn system administrators that access has been granted under duress.
- There is no difference to the reader-response when the duress key is pressed, but silent alarms and emails are triggered to warn of the entry under duress.
- Access is granted in the normal manner.

Access Reports

- All events occurring at the Intelligent IP Access Controller can be reported upon.

Secure areas and storage

- Vehicles undergoing maintenance and repair will be carried out in an area restricted to appropriately vetted personnel with access control on doors.
- Site visitors will not be permitted to repair or storage areas.
- Photographs will not be permitted.
- There will be separate electronic secure key storage systems for the Authority vehicles. Unattended vehicles will have the keys kept in secure storage when the vehicles are unattended.
- All vehicles with high-security classification will be covered by CCTV and always kept inside unless on road test.
- Equipment and software storage will be kept in a secure cabinet compliant with BS7558.

If there are no proposals to implement access control measures as it relates to the secure provision of services, state why this is not considered necessary. We would expect some form of risk assessment to have been carried out as part of the decision-making process.

Response:

Not Applicable

8.

CCTV

Is there a CCTV system in operation? If so, please fully explain the operational purpose of such a system. The below are examples of the type of information that it is **expected** will be included within the responses by the Bidder **but is not limited to these examples only**:

- Number of CCTV cameras and general description of external/internal camera locations i.e. Perimeter fence line, building line, building communal areas, Server room.
- Whether the system has an Operational Requirements (OR) or similar document and whether this is up to date.
- Confirmation that the system is compliant with any mandatory requirements as per guidance from the Home Office Centre for Applied Science and Technology (formerly the Home Office Scientific Development Branch [HOSDB]) as it relates to any system which is capable of recording/storing images.
- Whether the system is monitored or is purely used for historical data retrieval.
- The method of recording, frame rate, the length of time the data is stored for and how the information is retrieved as a result of an incident and whether there is a documented process for instigating any such retrieval. For example - any such retrieval must be for legal purposes and fully auditable (i.e. demonstrating appropriate 'chain of evidence', etc).
- Whether there is an intention to use the existing system as part of the overall security measures which will be implemented in the secure delivery of the contracted services and if so, how will this be implemented?

Response:

Not Applicable

If there is no existing CCTV, as part of the secure provision of services is it proposed to install such a system? If so, please fully outline what this requirement will cover and whether the implementation of such a system will be installed specific to this contract or be used for a wider operational purpose?

Response:

Part of our proposal for the secure provision of services is the installation of a CCTV system specific to this contract.

Our standard specification includes:

- 17 cameras, including 4-megapixel 2.8-12mm Varifocal lens IP bullet cameras, pan, tilt and zoom (PTZ) and 4-megapixel 2.8mm fixed lens IP turret cameras.
- 32-Channel Network Video Recorder and 8TB Hard Drive.
- Recording 10 frames per second.
- 24-Port Rack-Mounted PoE Switch.

- Wall Mounted Network Rack.
- 21" LED Monitor and HDMI Cables.
- Digital recording and storage capability for 28-days.
- Following a risk assessment, any blind spot identified will have an extra camera installed.

Camera location

Externally:

- Constant surveillance by CCTV cameras includes the perimeter and site entry and exit points.
- The positioning of the cameras will be visible to act as a deterrent and ensure all parts of the perimeter and external parking areas can be monitored.
- Cameras will be positioned on all sides of the outside of the building monitoring the entry/exit points.
- External cameras will have the ability to operate in low light conditions.

Internally:

- Camera in reception recording visitors.
- The secure cabinets for logbooks and vehicle keys will be monitored.
- The workshop and internal storage areas will be monitored as outlined in **FS-TS-2015-01-V2 Fleet Asset Security**.

The CCTV system will meet all mandatory requirements for a system capable of recording/ storing images and will be monitored as opposed to using for historical retrieval only.

An operational requirement document will be in place to include the process for image retrieval following an incident.

As it relates to the above query and response, if there are no proposals to implement CCTV measures, state why this is not considered necessary as it relates to the secure provision of services. We would expect some form of risk assessment to have been carried out as part of the decision making process.

Response:

Not Applicable

9.

Intruder Alarm / Personal Attack Alarm Systems

9.1

Is/are the proposed location/s currently protected by an intruder alarm and/or personal attack system? If so, please fully explain the operational purpose of such a system. The below are examples of the type of information that it is **expected** will be included within the responses by the Bidder **but is not limited to these examples only**:

- Where it is stated that the address is a multi-occupancy site, is there separate intruder alarms installed for each of the different occupants or is it a shared alarm system.
- Does the system incorporate a personal attack capability and if not, what personal attack capability is provided if any
- Does the system enable individual zoned areas to be set

- Does the system have a Unique Reference Number (URN)? If so, please provide full details.
- Is there an existing and up to date Operational Requirements (OR) or similar document?
- Full details of the process relating to the response to alarm activations including responses relating to any personal attack solution.
- Whether there is an intention to use the existing system as part of the overall security measures which will be implemented in the secure delivery of the contracted services and if so, how will this be implemented?

Response:

Not Applicable

9.2

If there is no existing intruder alarm / personal attack system, as part of the secure provision of services is it proposed to install such a system? If so, please fully outline what this requirement will cover and whether the implementation of such a system will be installed specific to this contract or be used for a wider operational purpose?

Response:

Part of our proposal for the secure provision of services is the installation of an intruder alarm/personal attack system specific to this contract at each of our locations.

The monitored alarm system with police response will be installed by a National Security Institute (NSI) certified company and registered with the local police with a unique reference number (URN).

The alarm will have confirmed activation and linked for automatic police response with full flexibility to isolate individual rooms or zones within the property so that the intruder alarm detectors are only triggered where required.

A suitable range of detection equipment is employed to protect the premises, with personal attack units to summon instant response in the event of an emergency.

Our onsite security personnel monitoring our CCTV system can detect an intruder early, and working in conjunction with the monitoring receiving centre team, will confirm an intruder and request police response.

This minimises any false alarms and the police response times.

9.3

If there are no proposals to implement an intruder alarm / personal attack measures as it relates to the secure provision of services, state why this is not considered necessary. We would expect some form of risk assessment to have been carried out as part of the decision making process.

Response:

Not Applicable

10.

Guarding Personnel

10.1

If not already outlined within any of the previous sections, please confirm whether there are any guarding personnel onsite? If so, please provide full details relating to the operational purpose of the guarding services. The below are examples of the type of information that it is expected will be included within the responses by the Bidder **but is not limited to these examples only:**

- Their current responsibilities / duties and whether this includes any CCTV monitoring requirements.
- The number of such individuals on duty at any one time.
- Whether such individuals are SIA (Security Industry Authority) licensed and, if where the guarding duties also include CCTV responsibilities, whether this is also covered by the SIA license.
- Whether any additional internal training is provided.
- What assignment instructions are provided, etc
- Whether there is an intention to use the existing guarding service as part of the overall security measures which will be implemented in the secure delivery of the contracted services and if so, how will this be implemented?

Response:

Rivus complies with the security requirement outlined in **FS-TS-2015-01-V2 Fleet Asset Security** to have 24-hour onsite guarding to protect the Authority assets.

A security risk assessment will be carried out to determine the staffing requirement and responsibilities for each location.

Our guarding team will be SIA licensed, and each undergoes a comprehensive induction with regular reviews and assessments to maintain standards.

10.2

If there are no proposals to engage guarding measures as it relates to the secure provision of services, state. **We would expect some form of risk assessment to have been carried out as part of the decision making process.**

Response:

Not Applicable

11.

External Lighting

Fully describe the lighting measures which are currently in place **or proposed**. This should include any external lighting (i.e. bulkhead, bollard lighting, pole mounted for sites within grounds and/or within a business/commercial park locations, etc) and any other lighting which may be supporting any security systems (e.g. CCTV). Please also state the method of operation of the lighting (e.g. timer, manual, detection and/or dusk to dawn, etc).

Response:

Rivus proposed lighting measures include:

- Sufficient external LED lighting makes sure the perimeter is visible by security personnel and CCTV cameras.
- All entry and exit points to the site are suitably lit, ensuring visitors arriving or personnel exiting can be easily recognised.
- LED lighting to the external of the building makes sure access/exit points are visible and external walkways.
- Any identified light failure is reported immediately to our facilities team, and an electrician will attend the site within 2 hours.

- Where components are required, these will be sourced, if not held in stock. Once the part is obtained, the installation/repair work will be completed within 4 hours of their operating times during normal working hours Mon -Fri 0800 - 1800 and Sat 0800 – 1300.

12.

Information Security

12.1

As part of the delivery of the provision of services, please state whether an Information Technology (IT) solution will be used to process MOPAC information assets. If so, please provide details of the type of IT solution that will be used, for example will this be a:

- Dedicated standalone PC solution
- Networked solution whether this is a Local Area Network (LAN) and/or Wide Area Network (WAN)
- A Shared IT solution, which may be hosted and managed by a third party provider.
- Cloud – Stipulate whether this is IaaS, PaaS or SaaS. Also confirm nature of cloud solution, i.e. Public, Private, Community, Hybrid, whilst providing details as it relates to compliance with NSCS Cloud Principles.

Response:

Public Cloud (Microsoft Azure hosted in UK West and UK South) system, hosting IaaS, PaaS and SaaS solutions.

12.2

Based on the above response, to ensure that the **Confidentiality, Integrity and (where relevant) the Availability** of such information is appropriately protected, please provide full details as to the security measures which is and/or will be implemented. The response provided should (as a minimum) cover such security aspects as:

- System Access Control
- Network and/or database encryption
- Anti Virus and other malicious code protection
- System Auditing & Monitoring strategy
- Segregation of Duties (including roles & responsibilities)
- Remote Access policy
- Removable Media Strategy
- Process and Procedures
- Physical / electronic security measures relating to the protection of associated IT based system/s if such information has not already been provided within previous responses.
- Data deletion capabilities (i.e. mainly relating to the ability to comply with the Data Protection Act 2018 where it relates to specific data retention policies and the ability of the IT solution to search and remove records).

Response:

There is an Information Security Management System (ISMS) which aligns with ISO27001 and is certified to Cyber Essentials Plus standards.

- Access is on a least privileged and authorised basis and based around segregation of duties.
- Network and databases are encrypted to our Cryptography Standard.
- Antivirus/antimalware is required on all servers and endpoints, including heuristic and machine learning to detected novel, fileless and complex attack vectors.
- Remote Access Policy – users are required to accept an acceptable usage policy which mandates how they operate remotely, and remote access is permitted.
- System access and auditing are governed by our ISO27001 aligned technical security standards, which require that administrators cannot modify logs and are retained in line with our Data Retention Standards.
- Removable media is not permitted by policy and is restricted on devices.
- The solution will store and process data of OFFICIAL classification.
- Data is fully encrypted at rest and in transit in accordance with the requirements of OFFICIAL data.
- Data is retained and disposed of inline with HMG guidelines for the data classifications and our Data Retention Policy as part of our ISMS.

12.3 Cyber Essentials Certification

Please confirm whether the above system has been self or independently assessed to confirm that it meet the requirements of the Government Cyber Essentials Certification.

Response:

Cyber Essentials Plus certificate achieved.

Certificate number: IASME-CEP-006197. Renewal date 09/2022.

12.4 ITHC (Information Technology Health Check)

Please acknowledge this section

Where it relates to the use of an IT solution as described above, to ensure that the proposed security measures are properly implemented, the MOPAC reserves the right to have a security IT Health Check (ITHC) carried out on such a solution/s by a NSCS approved or equivalent security consultant, the **cost for which shall be met by the Bidder**.

Note - there may also be a requirement for regular (i.e. annual) security ITHC, however, this will be agreed as part of the contracted services.

Response:

We confirm acknowledgement that an IT Health check can be carried out.

13.

Help Desk Service

As part of these provisions of services, there will be a requirement for the provision of a Help Desk Service. Please provide details relating to the security of such facility. The below are examples of the type of information that it is expected will be included within the responses **but is not limited to these examples only:**

- Whether such a facility will be a separate dedicated solution specific to this contract or form part of a wider shared environment?
- Whether there will be a requirement to record voice and/or keystroke data?
- If information is to be recorded, will there be a requirement to use the recorded information for training purposes and if so, is the Bidder appropriately registered under the Data Protection Act 1998 for the use of 'personal data' as part of a training tool?
- Location of where such facilities will be managed etc.

Response:

As part of the provisions of services to the Authority, we will have a dedicated help desk service specific to this contract and located in our proposed Hanger Lane location in London.

Information may be recorded and used for training purposes, allowing us to improve the service provided to the Authority.

We can confirm that we are appropriately registered under the Data Protection Act 1998 for the use of personal data as part of a training tool.

Appendix 4

Annex G to Rivus ITN Response – Business Continuity and Disaster Recovery

**ANNEX G - BUSINESS CONTINUITY
AND DISASTER RECOVERY
RESPONSE DOCUMENT**

**PROCUREMENT 1 – EMERGENCY RESPONSE VEHICLE
REPAIR**

(Portal Reference Number: 539)

Annex G – Business Continuity and Disaster Recovery

The marks available for each question in this section are detailed below:

Section	Title	Question	Individual Weighting for Sub-Criteria	Max Individual weighted score
G	Business Continuity and Disaster Recovery	G1	100%	2.0%
		Total	100%	2.0%

G1	Business Continuity and Disaster Recovery
Guide	Maximum 1,000 words
The Authority operates 24/7 and requires suppliers who can also offer a continuous service. The Authority needs confidence that suppliers have duly considered business continuity and disaster recovery plans. 1) Please provide details of your business continuity and disaster recovery plans for maintaining supply of the full range of services required under the contract in the event of computer failure, loss of use of your premises or other emergency. 2) The business continuity and disaster recovery plans will need to be reviewed and agreed with the Authority at least annually. Please detail when these business continuity and disaster recovery plans were last tested within your own organisation and what the results were. 3) Please also detail how you ensure all associated representatives are aware of the business continuity and disaster recovery arrangements and are kept informed of any changes in the plan. Reference document: Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response. Business Continuity and Disaster Recovery Schedule. Our business continuity and disaster recovery (BCDR) plans Our BCDR outlines the procedures we will implement to meet the service delivery requirements and has been developed according to ISO22301 Security and Resilience best practice. Our Executive Team owns the BCDR plans, and our Incident and Crisis Management (ICM) team are responsible for its execution at all Rivus operational sites. This team ensures key business areas are covered with the prime objective of minimal disruption to the service we provide. We have based the BCDR plans on the following five key areas, illustrated in Figure_1.	

Business Continuity Planning (BCP) Approach

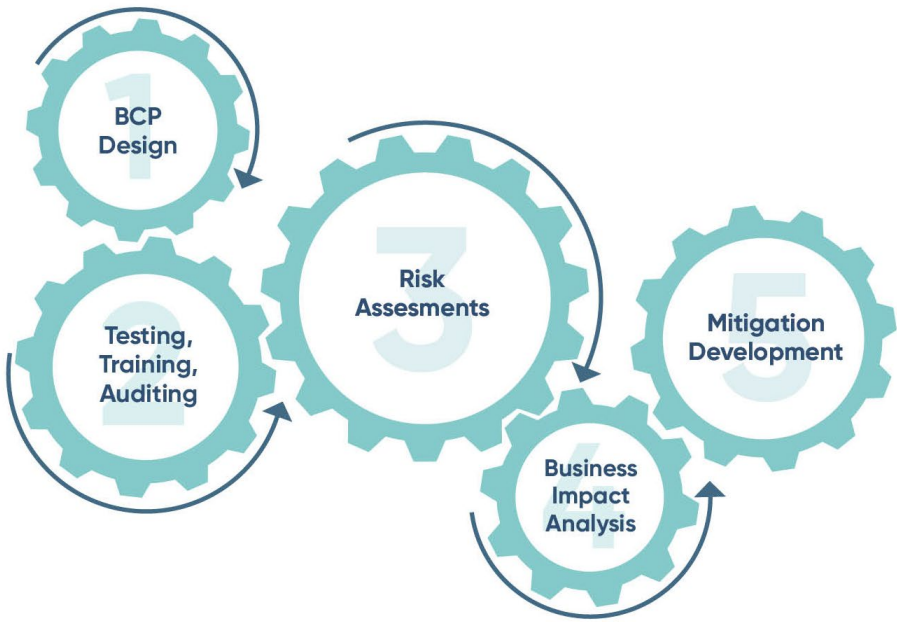


Figure_1_The five key areas our BCDR plans are based on to ensure minimal distribution of service

We have BCDR plans specifically tailored to our current sites and will extend them to include any additional sites required.

The plan will cover scenarios including loss of people, buildings, key suppliers, and disruption to IT provisions. Our target is to have minimal downtime for our people and the Authority.

The plan will provide a structured approach for responding to situations threatening the ability to sustain operations. The Business Continuity Management System (BCMS) process starts with a Business Impact Analysis and Risk Assessment to identify the elements of day-to-day operations that are key to Rivus stated aims and purpose. We will then prioritise these Key Business Processes in terms of their impact should the key activities be unavailable.

Table_1 details the services defined within our current Business Impact Assessment (BIA) and, if successful, will apply equally to the new Authority service. The Recovery Time Objective (RTO) is the time period within which minimal service must be restored.

Table_1_Services defined within our current BIA

Service	Availability	RTO
Garage Services (Technicians)	24/7/365	<1 Hour
Admin and Finance Team - Process purchase invoices from suppliers. - Chase technicians for incomplete work.	0800-1800 Mon-Fri	1-24 Hours

- Process accounts, such as bank payments, bank receipts, and reconciliations. - Month-end/year-end reports - Payments of MOTs, fuel, tunnel crossings and manage queries when required.		
Purchasing - Ensure a robust supply chain is in place. - Identify new suppliers. - Reduce risk. - Provide support to booking team/service advisors.	0800-1600 Mon-Fri	<1 Hour
Payroll and HR - Pay employees. - Manage any industrial and employer relations.	0800-1800 Mon-Fri	<1 Hour
IT Services Access to all systems to facilitate all other areas of the business being able to work.	24/7/365	1-4 Hour
Procurement 5 Systems Integrator – Bookings Team The Procurement 5 Systems Integrator is responsible for submitting bookings to the SMR&I supplier. If Rivus was awarded the Procurement 5 contract we could commit to an integrated BCDR Plan to ensure continuity of service <1 hour.	24/7/365	<1 Hour

Table_2 details the key risks to the service, product or activity within Table_1. It also describes contingency arrangements for risk. We have provided an RTO for each dependency.

Table_2_Identified risks to service, their mitigations and RTOs

Risk	Contingency/Mitigation	RTO
People		
Garage Teams		

Industrial action	Additional resource can be obtained from other teams that are unaffected. If all teams are affected, then critical activities will be prioritised.	1-4 Hours
Pandemic/epidemic	We can quickly implement safe working procedures to ensure the safety of our people and to maintain working throughout. As evidenced during the recent COVID-19 pandemic where our workshops remained operational throughout.	1-4 Hours
Adverse weather/flooding	We can quickly implement remote working, as recently demonstrated during the pandemic.	1-4 Hours
Fuel shortage	People can use public transport, car share or lodge locally (flexible starting and finishing times considered).	1-4 Hours
Buildings		
Loss of building	Where a Garage building becomes inoperable due to situations beyond our control, teams can work from another location in the local geography to maintain service.	1-4 Hours
Loss of power	A backup generator will be brought in to support the building.	1-4 Hours
Systems		
Cloud hosting	All cloud-based and accessible via the internet, if our cloud solutions are down, we have a cold store for use specifically in disaster recovery situations.	1-4 Hours
Work Scheduling System	We use this to check work, allocate parts, and create and update worksheets. If the system fails, a Disaster Recovery solution is in place to ensure work continues.	1-4 Hours
LAN	In the event of LAN failure, we will fall back to WiFi.	<1 Hour
Email	In the event of email failure, we will fall back to the Mitel system/phone under an agreed SLA.	4-12 Hours
Fleet Solutions Portal	Rivus Fleet Solutions Portal is used to access the garage network contact, processes and customer profiles. We will fall back on Rivus	24-48 Hours

	account managers who retain information locally.	
Testing our BCDR plans Testing the BCDR plan is critical to understanding the effectiveness of any measures we have implemented. Our ICM team conducts annual tests on various scenarios to ensure the plans remain realistic, practical and provides an effective contingency. Based on the output of the tests, we refine the plan accordingly with lessons learnt. We will be happy to work with the Authority to understand any additional measures you would like us to have in place to assure you that your contract would be serviced in light of any business interruption at Rivus. How we communicate our BCDR plans Every member of the ICM team holds a copy of the plan and is aware of their role in the event any part of the plan is invoked. Additionally, we hold copies of our plan on our employee intranet site for all employees to access with regular communication as part of our internal Town Hall meetings.		

Appendix 5

Annex H to Rivus ITN Response – Social Value and Responsible Procurement

**ANNEX H – SOCIAL VALUE &
RESPONSIBLE PROCUREMENT
RESPONSE DOCUMENT**

**PROCUREMENT 1 – EMERGENCY RESPONSE VEHICLE
REPAIR**

(Portal Reference Number: 539)

Annex H – Social Value and Responsible Procurement

The marks available for each question in this section are detailed below:

Annex	Title	Question	Individual Weighting for Sub-Criteria	Max Individual weighted score
H	Social Value and Responsible Procurement	H1	Information Only	Information Only
		H2	Information Only	Information Only
		H3	25%	2.5%
		H4	25%	2.5%
		H5a	25%	2.5%
		H5b	25%	2.5%
		Total	100%	10.0%

H1	Social Value Procurement Statement
Guide	This Question is for information only and will not be scored

As a signatory to the GLA Group Responsible Procurement Policy (www.london.gov.uk/rp-policy) the MPS is committed to socially, environmentally and economically sustainable procurement to deliver improved quality of life and better value for money.

It involves working in partnership across London to provide sustained employment opportunities and improve working conditions. It means opening up access to contract opportunities for London's diverse businesses, and voluntary and community sector organisations, encouraging improved practices with our suppliers and promoting greater environmental sustainability to make London a better place to live and work.

As a supplier / future supplier of the MPS, are you supportive of the MPS's ambitions to deliver social value and sustainability outcomes?

- 1) If no, would you be willing to work with the MPS and implement the improvements required for you to support the MPS ambitions to deliver social value and sustainability outcomes?
- 2) The MPS is committed to paying our suppliers promptly and to paying SME suppliers within 10 working days, in recognition of their specific challenge around cash flow, and encourage our supply chain to adopt supporting practices. Please confirm that if you are awarded a contract with the MPS you will sign up to the prompt payment code.

<https://check-payment-practices.service.gov.uk/search>

Reference document:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response.

Responsible Procurement Schedule.

Benefits of our solution	
Electric Vehicles as a Service (EVaaS)	Through EVaaS we can support the decarbonisation of vehicles

Our commitment to supporting the Authority to achieve its social value and sustainability outcomes

Rivus fully supports the Authority in achieving its social value and sustainability objectives. As a business, we are passionate about working to improve communities and financially support community initiatives in the areas in which we operate. Our social value policy aims to provide impacts that enhance life within the communities we work within. We commit to delivering positive outcomes within local communities through collaboration with the Authority and supply chain.

An example is our EVaaS solution, which supports the decarbonisation of vehicle fleets. Our solution reduces the impact on our environment and vehicle emissions, enhancing the air we breathe.

We are at the forefront with our customers, supporting them as they transition to a fully electric fleet. With our technology-led EVaaS solution, we model data, including radius of travel and trip distance, comparing current vehicles versus suitable electric vehicles and detailing the total ownership cost.

We assist with installing charging infrastructure and sharing best management practices to make the transition to net-zero emissions as seamless as possible.

We have built our core strategy on five key areas (Figure_1), supported by delivering excellence through professionalism, relentlessly seeking innovation and collaborative working, which align with the Authority's ambitions around sustainability and social value:

- **People first** – driving diversity through highly skilled colleagues achieving their full potential
- **Accelerate growth** – Creating opportunities for SMEs in our supply chain
- **Healthy business** – focus on sustainability, social value, and resilience, building a business for the future
- **Remove complexity** – Making us easy to do business with no matter the size of the organisation
- **Drive innovation** – leading with technology

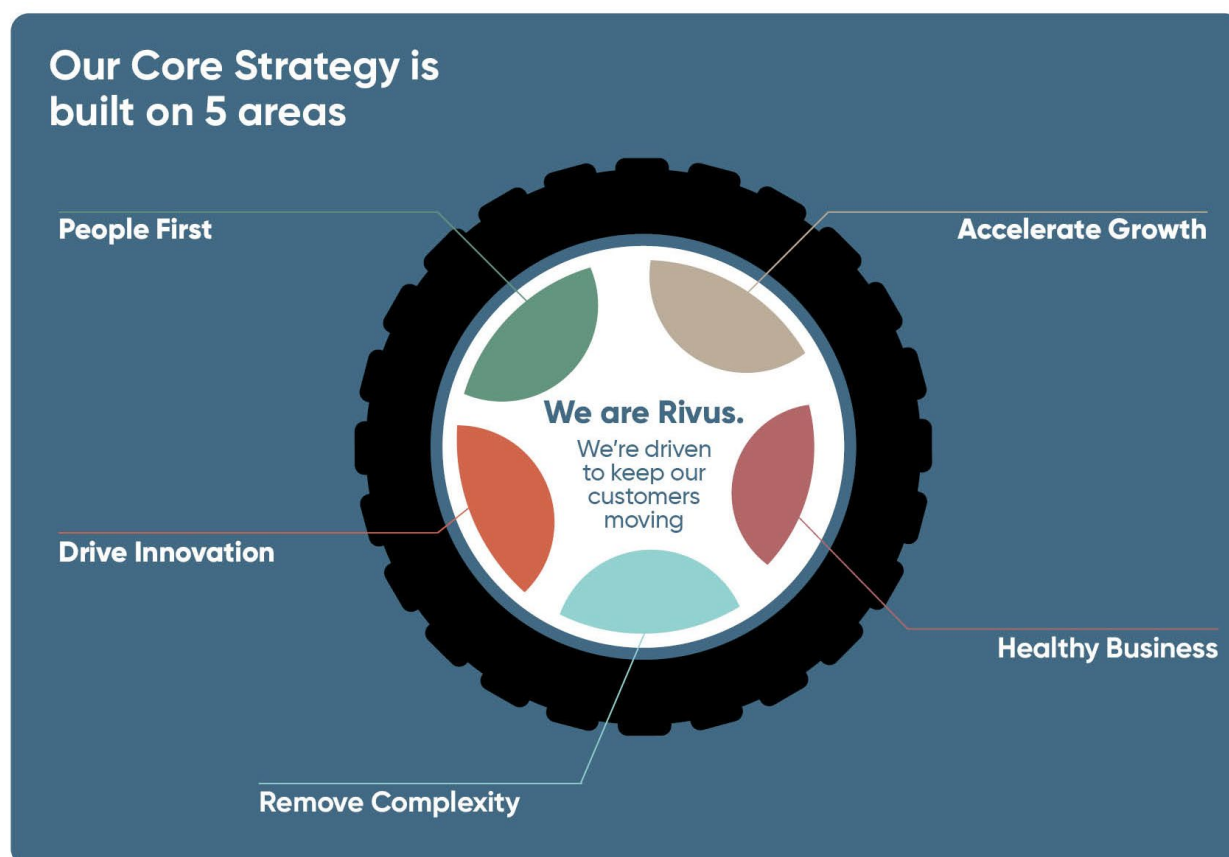


Figure_1_We have built our core strategy on five key areas designed to enhance life within the communities we work within

In collaboration with our Trade Unions, we provide fair employment practices and terms and conditions of employment across the whole Rivos Group. We recognise the cost of living in London is greater than that for the rest of the UK, and as such, enhance our employee remuneration in this area through London weighting initiatives.

Driving a diverse and inclusive culture

Rivos is an equal opportunity employer and is fully committed to a policy of equality, diversity and inclusion by treating all employees and job applicants equally. We will take

all reasonable steps to employ, train and promote employees based on their experience, abilities and qualifications without regard to race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, age, marital or civil partnership status or disability.

In promoting equality, diversity and inclusion, we want everyone to have equal access to jobs, training and development opportunities. This approach means everyone is treated fairly in a work environment where all employees feel included and treated with respect and dignity, free of discrimination or harassment. Rivus will not condone any form of harassment by employees or outside third parties with whom we conduct business with. Employees have a duty to co-operate with Rivus to ensure that this policy effectively provides equal opportunities and prevents discrimination, harassment, or bullying.

We recognise our inclusive, flexible, responsive and diverse workforce's contribution to today's multi-cultural society. Our recruitment policy encourages applications from all suitably qualified and experienced people from all sections of the community. We are committed to promoting a company culture of equality, diversity and inclusion, and by doing so, we are ensuring fair and open access to development opportunities. This commitment enables everyone within the organisation to perform at their best by realising their full potential, a mutual benefit for the individuals, the company, and our clients.

Widening employment opportunities

We commit to creating employment opportunities in our communities, enabling people to obtain the skills needed to access employment. We look to do this by removing barriers to work for under-represented and disadvantaged groups, such as offering employment opportunities to those who serve or have served in our armed forces. Then, as well as opportunities for local people, we also provide our existing employees with new skills for the future through vocational qualifications and accredited training programmes.

We welcome the opportunity to work with the Authority to understand how we can create opportunities for ex-offenders whilst meeting all security requirements.

Aligned to this is our work with our apprenticeship provider, increasing the number of apprentices across the group and maximising training opportunities for current employees.

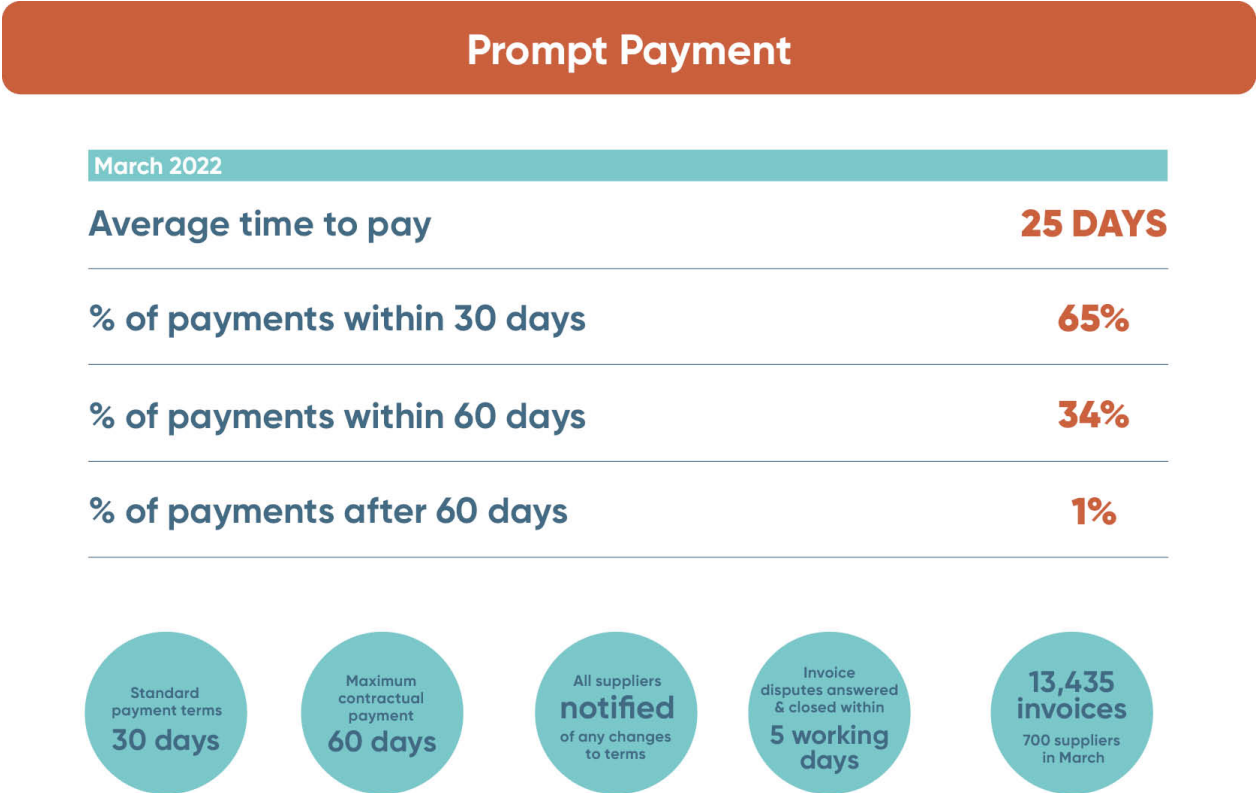
Environmental sustainability

We are committed to promoting sustainable and ethical procurement and using resources efficiently to reduce waste and maximise value. Sustainable procurement, to us, is about working with our supply chain to address social, economic, and environmental considerations over the entire lifecycle in ways that offer long-term benefits to the economy, communities, and the environment.

Our commitment to paying our supply chain promptly

Rivus are committed to complying with the Authority's payment terms and the Payment Practices Legislation. We are currently investing in an IT solution to enable us to comply with the reporting requirements of the Authority and provide a web-based solution. We are in communication with the Dept for BIS, who have logged our commitment and are providing us time to put in this system solution. The reporting format would be consistent with the format displayed in Figure_2.

Whilst we are working towards an IT solution to comply with the Prompt Payment code and pay SME suppliers within ten days, we will ring-fence any SME suppliers attached to the contract and ensure the ten-day payment terms are honoured.



H2	Public Services (Social Value) Act 2012 Compliance
Guide	This Question is for information only and will not be scored

The Metropolitan Police has partnered with Givewith (www.givewith.com) to deliver Social Value benefits to chosen charities. Upon award, Givewith will work with the successful supplier, to create and rollout tangible and measurable social value initiatives. These are currently via Redthread (a charity that helps young people to break the cycle of violence in their lives) and Groundwork (a federation of charities mobilising practical community action on poverty and the environment across the UK).

- 1) **Please confirm** if you will commit to reinvesting a percentage of the tender agreement, or committed amount, towards a UK-based Social Value programme in partnership with the Metropolitan Police:
- 2) **If “yes” please confirm**, as a percentage of the tender agreement, the commitment you would be willing to reinvest towards a UK-based social value program? Please note that this should be at no cost to the Metropolitan Police.

The work of Redthread and Groundwork most closely aligns to the social value theme and outcome of Wellbeing: Community Integration. Any contribution that you make to Givewith will therefore be scored in that section. Accordingly, please ensure that you include your Givewith contribution in your response to question H4.

To confirm if you will commit to reinvesting : Yes

(If yes please outline details in your response to question H4)

Reference document:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response.

Responsible Procurement Schedule.

Our commitment to supporting a UK-based social value programme

Our response to how we will support a UK-based value programme is contained within answer H4 and detailed below.

We have an annual focus on key areas of health; physical, mental, financial and social, which focuses on how we support each other, the wider community or charitable enterprises. Through our work with our Collection & Delivery providers and Envision, we provide mentoring to local schools. We have designed our most recent campaign around “Blunt the Blade”, raising awareness of Redthread, one of the Authority’s chosen charities. Envision operates in London, Birmingham, and Bristol, and we are expanding our support into the London area.

On contract award, we will work with Givewith to create and roll out further social value initiatives both within Rivus and through our supply chain. We are in dialogue with Givewith exploring how we can provide support. We commit to investing £30,000 across all procurement lots we are bidding for, underpinning our support of the Authority’s social value themes. We will commit to working with them longer-term to add further value back to the communities in which we operate.

H3	Tackling Economic Inequality
Guide	Maximum 500 words

i) Please identify any new employment opportunities arising from the Contract and highlight how staff will be recruited and trained to ensure the Contract workforce has ongoing capability and competency to deliver the services. This should include, but not be limited to:

- Apprenticeship schemes.
- Training courses.
- Vocational qualifications.
- Recruitment of new employees.
- Support for rehabilitation of ex-offenders

As part of your response, please state how many apprenticeships will be started and, where the contract duration allows, completed as a result of this contract?

Please note that the successful bidder will be required to report to the MPS on a regular basis the number of apprentices employed on the contract. This number will need to be broken down into gender and also how many are from a Black, Asian and Multiple Ethnic Heritage group or have a disability as defined by the Equality Act 2010

ii) Please provide a method statement to describe how your organisation will support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications. Please identify where these opportunities will benefit people living in central and/or Greater London economy

iii) Please provide a method statement to describe how your organisation will ensure that the contract creates opportunities under the contract for employment and training, particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors. Please identify where applicable these opportunities will benefit people working in central and/or Greater London.

Please also provide details of what performance indicators you propose to include as part of contract delivery.

Reference document:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response.

Responsible Procurement Schedule.

Benefits of our solution	
Established Recruitment partners	Reduced time/cost to hire
Established training providers	Accredited programmes with high success rates

New employment opportunities

As Rivus aims to provide service and cost improvements to the Authority through reduced overtime and better optimisation of resources, this will create employment opportunities within the Greater London area.

After analysing the available data, we estimate the creation of new opportunities through our workshops to be recruited within Greater London.

Recruitment – We will tailor our recruiting approach dependent on the role. For apprenticeships, we will attend job/career fairs, reach out to local schools and colleges, and utilise job boards. We will use our recruitment partners database, job boards, headhunting, and our internal referral scheme for traditional recruitment.

Please see Rivus_Procurement_1_Appendix_H2_Diversity_&_Inclusion_Policy and Rivus_Procurement_1_Appendix_H2_Recruitment_Policy.

Rivus is a big supporter of apprenticeship schemes and had 47 apprentices complete endpoint assessments in 2021. We see the apprenticeship as a route to develop our talent for the future and use apprenticeships in two ways; bringing new talent into the business and upskilling our existing people. We have committed to onboarding 20 new apprentices each year within the Rivus Group and expect this to increase to service the Authority contract, creating job and training opportunities within Greater London. All data relating to apprentice employment is held in our HR information system and will be reported to the Authority monthly.

Apprenticeships started through the Authority contract	50
Apprenticeships completed	40

We will collaborate with the Authority to provide employment, vocational qualifications and accredited training opportunities to ex-offenders in line with the contract security requirements.

Training – We will collaborate with the incumbent contractor to undertake an initial need for skills sharing to ensure no service disruption as we mobilise the contract. We will train all transferring employees on how to use Rivus systems and technology. This knowledge-sharing will also be supplemented with formal training once a training needs analysis is complete and we understand what needs to be delivered.

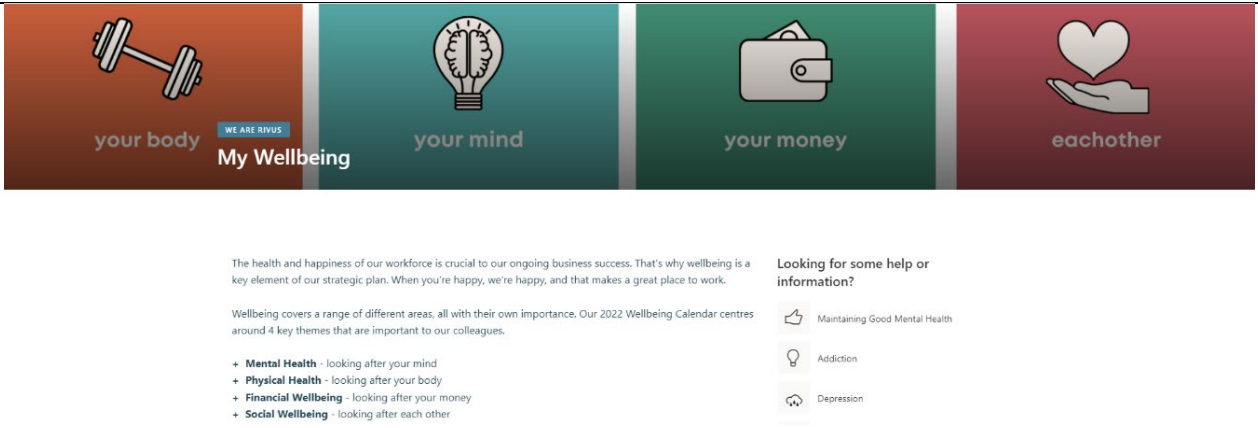
Educational attainment

Training and upskilling our people are essential to maintaining a growing business. Our focus will be to provide development and learning opportunities that grow individuals furthering their potential whilst managing the specific needs of the contract. We will work to ensure that we maximise our expertise with locally employed staff to deliver the contract to a high quality and meet the Authority's expectations.

Opportunities for employment and training for unrepresented groups

Rivus is an equal opportunity employer; we always prefer to recruit locally to reduce travel time/impact and for our employees to have a better work-life balance. Additionally, the automotive sector is facing a current skills shortage for technicians, which we are addressing in several ways, particularly focusing on some of those populations that might face barriers to employment. We will create employment and training opportunities for these groups, which we find generates loyalty and longevity of service, which can only benefit the Authority in the delivery of the contract.

H4	Wellbeing								
Guide	Maximum 500 words								
Please provide a method statement to describe how your organisation will ensure that opportunities under the contract influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health. Reference document: Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response. Responsible Procurement Schedule.									
<table border="1"> <tr> <th colspan="2">Benefits of our solution</th> </tr> <tr> <td>Wellbeing Champions</td> <td>Delivering wellbeing initiatives across the business and community</td> </tr> <tr> <td>Mental Health First Aiders</td> <td>Placing as much focus on mental health as physical health</td> </tr> <tr> <td>Giving Back</td> <td>Ongoing financial investment in local communities</td> </tr> </table>		Benefits of our solution		Wellbeing Champions	Delivering wellbeing initiatives across the business and community	Mental Health First Aiders	Placing as much focus on mental health as physical health	Giving Back	Ongoing financial investment in local communities
Benefits of our solution									
Wellbeing Champions	Delivering wellbeing initiatives across the business and community								
Mental Health First Aiders	Placing as much focus on mental health as physical health								
Giving Back	Ongoing financial investment in local communities								
How we will support health and wellbeing through the operation of the contract Wellbeing has become a focus for many organisations throughout the pandemic, during which our employees were considered critical workers due to the mission-critical fleets we support. Therefore, supporting their health and wellbeing was even more relevant during this time and beyond. We have an annual focus on key areas of health; physical, mental, financial and social, which focuses on how we support each other, the wider community or charitable enterprises. Through our work with our Collection & Delivery providers and Envision, we provide mentoring to local schools. We have designed our most recent campaign around 'Blunt the Blade', raising awareness of Redthread, one of the Authority's chosen charities. Envision operates in London, Birmingham, and Bristol, and we are expanding our support into the London area. On contract award, we will work with Givewith to create and roll out further social value initiatives both within Rivus and through our supply chain. We are in dialogue with Givewith exploring how we can support. We commit to investing £30,000 across all procurement lots we are bidding for, underpinning our support of the Authority's social value themes. We will commit to working with them longer-term to add further value back to the communities in which we operate. Our team of wellbeing champions drive initiatives monthly, along with wellbeing-focused emails and mandated wellbeing check-ins as part of team huddles. We have a specific wellbeing area on our Intranet (Figure_1), providing information to our colleagues on numerous topics that we have supported throughout the last 12 months.									



your body WE ARE RIVUS **My Wellbeing**

your mind

your money

eachother

The health and happiness of our workforce is crucial to our ongoing business success. That's why wellbeing is a key element of our strategic plan. When you're happy, we're happy, and that makes a great place to work.

Wellbeing covers a range of different areas, all with their own importance. Our 2022 Wellbeing Calendar centres around 4 key themes that are important to our colleagues.

- + **Mental Health** - looking after your mind
- + **Physical Health** - looking after your body
- + **Financial Wellbeing** - looking after your money
- + **Social Wellbeing** - looking after each other

Looking for some help or information?

- Maintaining Good Mental Health
- Addiction
- Depression

Figure_1_Our intranet site contains a section 'My Wellbeing' providing helpful information to our employees

We provide our people with helpful information and signpost them to where they can access professional help (such as counselling) should they need it through our Employee Assistance Program (EAP).

We have committed to having mental health first aiders on all our sites (80+) within 12 months. Our first cohort (12) has already been trained and is actively providing support.

We run several initiatives throughout the calendar year in which all our employees can be involved. These range from Time-to-Talk Day, supporting mental health, to our fleet solutions 100,000km challenge where employees can walk, run or cycle to help us reach our target. We aim to bring people together through collaboration, support and enhance their lives through physical activity.

We support our employees with several health-related benefits that support their physical and mental health. These will be made available to all employees supporting the Authority contract, including:

- Health Insurance
- EAP
- Occupational Health
- Cycle to work
- Discounted gym memberships

We believe that focusing on wellbeing creates a better working environment that drives greater productivity internally and externally with both customers and suppliers.

H5a	Tackling Economic Inequality/Supplier Diversity
Guide	Maximum 1000 words

i) Please provide evidence of your existing capability and describe how your organisation will ensure that opportunities under this contract create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.

ii) Please provide evidence of your existing capability and describe how your organisation will ensure that opportunities under this contract demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract. **Please also provide details of what performance indicators you propose to include as part of contract delivery.**

Please confirm whether you are an SME and/ or a minority owned business or a VCSE. The definitions required for these are below:

The department of Business, Energy and Industrial Strategy (BEIS) declares that, a company is an SME if two of these three characteristics are met: annual turnover less than €50m; number of employees less than 250; or annual balance sheet total less than €43m. This is based on the EU definition (recommendation 2003/361/EC) that also defines a Micro enterprise as <10 headcount, less than €2million turnover or less than €2m balance sheet.

The GLA uses the term minority led/diverse enterprise for a business which has a majority (51% or more) ownership, or a majority of their senior management team, comprising individuals from Black, Asian and Multiple Ethnic Heritage, women, people with disabilities, lesbian, gay, bisexual, trans-person (LGBT+) or faith groups.

A VCSE (Voluntary, Community and Social Enterprise) is a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

Please confirm status: No

Reference document:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response.

Responsible Procurement Schedule.

Benefits of our solution	
Systemised solution	Providing the ability to demonstrate we have a diverse supply chain

How we will create a diverse supply chain through opportunities under this contract

Our approach to supply chain diversity includes action to ensure that potential suppliers have a fair and equal opportunity to compete for our business and can compete to win based on merit regardless of their size and/or the characteristics of the individuals who own and/or control the organisation. Subsequent relationships must provide value to Rivus and the diverse supplier within our supply chain.

Using the Rivus supplier registration and electronic tendering portal Curtis Fitch provided, we can prove that opportunities offered to our supply chain represent London in line with the Authority's diversity and inclusion policy.

The screenshot in Figure_1 shows the example questionnaires our procurement team releases when conducting a full RFx tender exercise. These include diversity questions within the business ethics and ethical trading questionnaires.

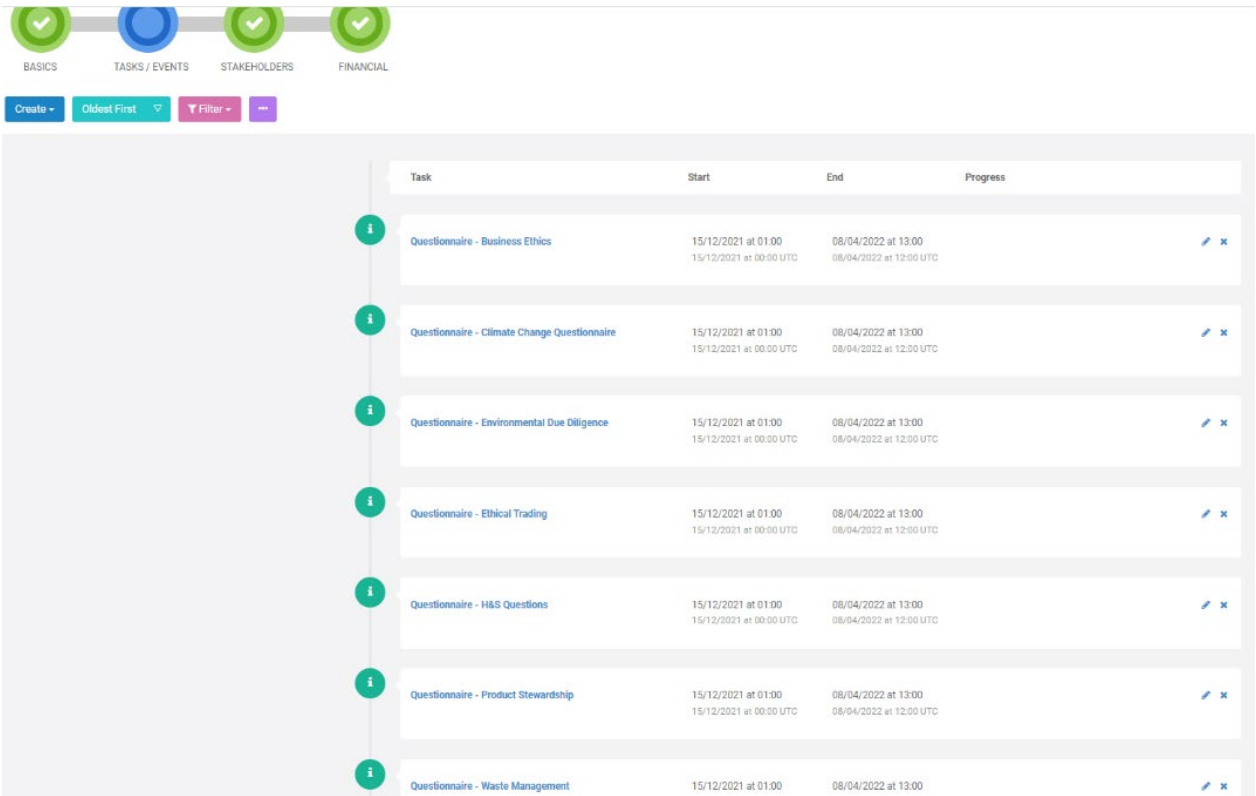


Figure_1_Curtis Fitch diversity questionnaires

To drive our approach, we have an objective to promote new supply chain opportunities to local suppliers and report spend with SMEs.

Businesses can register to become a supplier across the Rivus’ customer portfolio, allowing for collaboration with Rivus’ supply chain and those delivering Procurement 2-5 Providers.

By utilising the Curtis Fitch system, we can offer the opportunities to supply Rivus with the services required. The system then allows us to conduct bespoke supplier due diligence, ranging from financial stability to Environmental, Social, Governance (ESG), Diversity and Inclusion, ensuring suppliers meet Rivus and the Authority’s minimum standards of requirements.

Once suppliers have successfully passed the required due diligence, they can then participate in the procurement team’s activities across the Rivus Group, such as full tender process, price and performance benchmarking.

Examples include Rivus’ long-standing relationship with DMN Logistics. We have worked together to support customer requirements since 2011. DMN is an SME organisation with a workforce of 50%+ from Black, Asian and Minority Ethnic (BAME) demographic. demographic.

To support the Authority’s vision of improving representation within this contract, we will undertake any potential opportunities relating to this agreement by tailoring the requirement to make accommodations for SME, VCSE and minority-owned businesses.

This action will ensure each opportunity is appropriately represented whilst achieving the most economically advantageous result.

In addition to having the systems in place to actively manage supplier diversity, this also forms part of our ESG Strategy, accessible via our website, <https://www.rivusgroup.co.uk/esg>.

Our drivers for supplier diversity and local procurement include legislation and government initiatives such as the Public Services (Social Value) Act 2012, Localism Act 2011, Best Value Statutory Guidance (2011) and the Equality Act 2010.

How we will collaborate with our supply chain through opportunities under this contract

Using the above method to identify the complete end-to-end supply chain, we will work collaboratively with each of the Procurement Providers, our internal customer operations and the engineering team to support the development of a transparent supply chain. We will identify and implement the correct supply chain through this collaborative approach. We will utilise the consolidated management information (MI) and present a Rivus Insights dashboard. This approach will ensure we monitor the diversity of the supply chain and, where appropriate collaborate with other suppliers across Procurements 2 to 5 and the wider Rivus service offer to highlight high-performing vendors and those who align with the Authority's diversity and inclusion policy.

We operate a complete end-to-end supply chain covering all elements of vehicle maintenance for over 100,000 vehicles. We have a rich source of MI on pricing and performance, which we can use to support the Authority in maintaining the Metropolitan Police Service's fleet. We currently undertake a similar activity for other mission-critical fleets we support, where we identify new suppliers from various demographics to deliver a complete end-to-end solution.

We will ensure our supply chain accurately represents London and supports the Authority's diversity and inclusion strategy. To achieve this, we will identify where we are using SMEs and entrepreneurs within the delivery of services and capture the percentage of employees coming from a BAME and LGBTQ+ demographic (where the data is available). We recommend these are actively monitored and Service Level Agreements set to grow representation where we consider these are underrepresented. Where suppliers are high in representation on the above, we will commit to opening wider opportunities within the Rivus customer base to support growth opportunities for these underrepresented areas.

Service Level Agreements

- Suppliers with a percentage of employees from BAME
- Suppliers with a percentage of employees from LGBTQ+
- Percentage of growth of opportunities for suppliers with London postcode
- Percentage of employees paid above London living wage
- Have in place employee opportunities for people with disabilities

An example of this would be through one of our largest mission-critical fleets who outsource all of their procurement activity for vehicles and maintenance to Rivus. We work collaboratively with the end-to-end supply chain on a cradle-to-grave supply chain solution for them, including vehicle:

- Design

- Tender
- Conversion
- Maintenance/repair
- Disposable

This approach involves working with multiple organisations varying in size from three to 1000+ employees to ensure consistent service and cost-effective solutions are provided to our customers that fully meet their needs.

We are not an SME and/or a minority-owned business or a VCSE.

Proposed key performance indicators	
New diverse suppliers onboarded	Opportunities created
Spend with diverse suppliers	Increase/decrease in spend/money saved
Contract compliance	Are suppliers delivering what they said they would
Innovation	How we are improving efficiency/sustainability

H5b	Tackling Economic Inequality/Supplier Diversity
Guide	Maximum 1000 words

i) Please evidence your existing capability in tackling economic inequality in supporting education attainment and outline how you will support such attainment relevant to this contract, including training schemes that address skills gaps which will result in recognised qualifications. Please identify where these opportunities will benefit people living in central and/or Greater London economy

ii) Please evidence your existing capability in tackling economic inequality by creating opportunities for employment and training and outline how you will create such opportunities relevant to this contract. These should particularly focus on those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors. Please identify where applicable these opportunities will benefit people working in central and/or Greater London.

iii) Please provide a method statement to describe how your organisation will ensure that opportunities under the contract demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain. Please also state if you have undertaken the Cabinet Office Modern Slavery Assessment Tool and if so what were the outcomes.

Please also provide details of what performance indicators you propose to include as part of contract delivery.

Please confirm whether you fall within the requirement of Section 54 of the Modern Slavery Act to prepare a slavery and human trafficking statement for each financial year. **If Yes, then please provide a copy of your latest statement.**

Reference document:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response.

Responsible Procurement Schedule.

Benefits of our solution	
Digital solution	Provide reporting on effective supply chain management concerning Modern Slavery

How we will tackle economic inequality in supporting education attainment

Rivus tackles economic inequality by supporting continued professional development and encouraging our people to achieve their full potential. We understand that investing in our people creates trust and loyalty and has seen low attrition benefits despite the pandemic and the 'great resignation'.

Education opportunities are made available to all people within Rivus, including those in scope under TUPE or any new people required to be onboarded to operate the contract for the Authority within the Greater London area. For those aspiring to be managers or new to management, we have a leadership development programme comprising Chartered Management Institute (CMI) qualifications levels 3,5 and 7, depending on where they are in their management/leadership journey. This programme provides our people with the knowledge, skills and behaviours, a formally recognised qualification, and improves business performance.

As part of our apprenticeship programme, we offer formal apprenticeships in Customer Services for employees working within the contact centre. We provide bespoke training programmes in specific areas to address any skills gaps identified. Also available are NVQ qualifications for our technicians (mobile or workshop) as part of a new career or to upskill individuals. We also support bespoke education requests relevant to a specific job role. These are done on a business case basis with a formal training agreement, meaning the business benefits from the individual's new skills and experience for a defined period of time as a minimum.

We have several success stories (Figure_1) in Rivus whereby people have joined the business as an apprentice (or similar role) and now hold senior management positions within the organisation through the training and development opportunities we provided.



Figure_1_Rivus success stories – our people progress through the training and development opportunities we provide

How we will tackle economic inequality by creating opportunities for employment and training

We believe our workforce should reflect the diversity of the community it serves and, as such, consider ourselves to be an equal opportunities employer.

Through the delivery of the contract, we will create new employment opportunities. We have identified 15 new roles to be recruited, which will comprise a balance of skilled technicians and supervisory roles. Through these positions, we can provide employment opportunities to those demographics who may traditionally face barriers to employment. We will always look to recruit to behaviours with these roles, where individuals can display our values.

Through our HR Director, who pre-pandemic operated as an Enterprise Advisor to schools working with their senior leadership teams to bring careers into the curriculum and bring lessons to life. Educating students about access to employment through traditional educational routes or apprenticeship programmes. We are now exploring how, post-pandemic, we can reignite this work in some of our hard-to-recruit areas, such as London, which can become a feeder for our apprenticeship programmes.

Through our apprenticeship provider, we can reach into education authorities and community initiatives to help us attract the best people for the roles we are looking to fill.

We will support people who lack the basic qualifications to undertake an apprenticeship (English and Maths) to gain these qualifications in addition to their apprenticeship, making the opportunities we create attainable for everyone.

How we will identify and manage the risks of modern slavery in the delivery of this contract

Rivus is committed to the highest possible ethical standards and corporate conduct, and we expect our suppliers to adhere to these same standards.

To help us identify and manage the risk of modern slavery, we utilise the Curtis Fitch supplier portal to digitise vendors' due diligence and onboarding (Figure_2). This includes monitoring the risk of Modern Slavery by reviewing factors such as country of origin risk based on the global slavery index and compliance to Rivus' Modern Slavery policy.

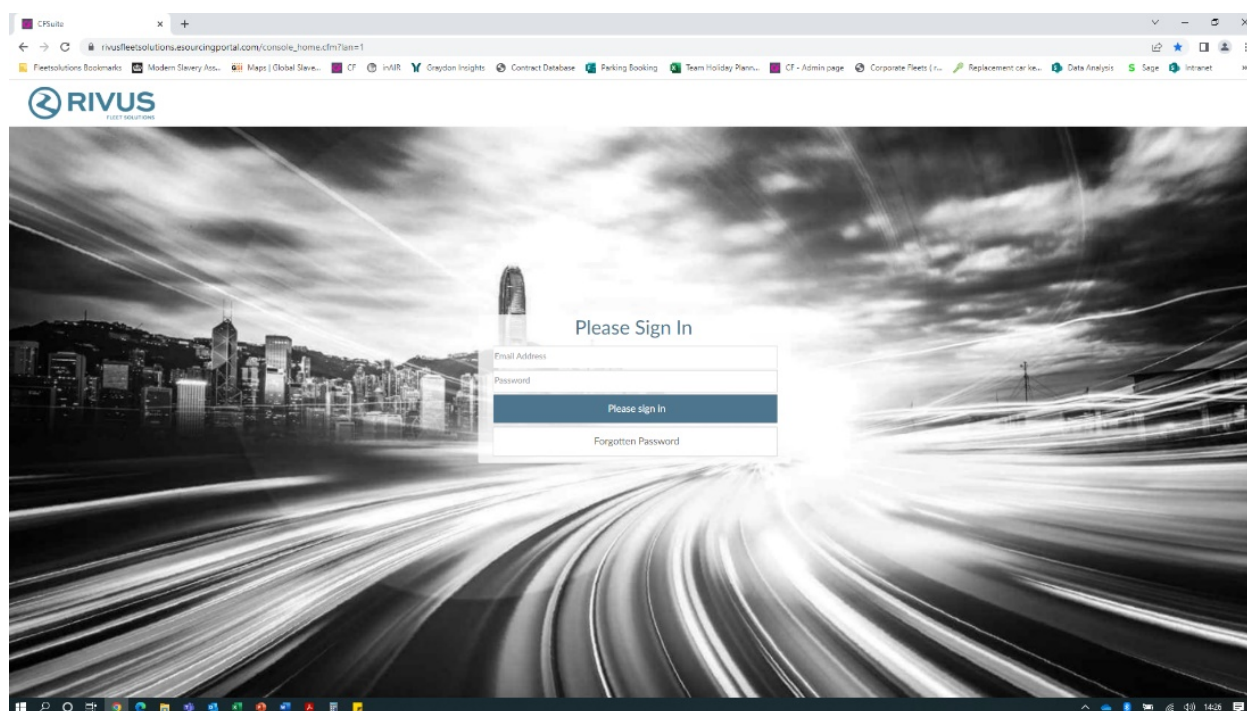


Figure_2_ The Curtis Fitch supplier portal we use to identify and manage the risk of Modern Slavery

By digitising this process, we can validate a supplier's country of origin and if they are obligated to publish a compliant statement and policy under section 54 of the Modern Slavery Act. This process allows our team of fleet procurement specialists the ability to focus on and further investigate any areas of perceived risk and ensure only compliant vendors are onboarded.

During the contract delivery, we will follow the above process for all vendors directly supporting this service. This process will highlight where a vendor is delivering against this agreement and provide a reporting dashboard to provide an overall risk profile of the Tier 1 supply chain, including country of origin, turnover, the requirement for modern slavery statement, and receipt of modern slavery statement. Using this risk profile, we can appropriately target further investigation via audit and referencing processes. Vendors supporting this contract that are nominated or via a framework agreement can also be onboarded or highlighted.

We acknowledge the Authority’s desire to engage with a supply chain that represents London’s diversity, including the use of SMEs’ within the service delivery. We appreciate that some SMEs may require further support in evidencing how modern slavery risks are managed within their supply chain. We are currently partnering with an SME organisation to provide the elevated level of service required and allow opportunities for an SME organisation to be heavily involved in the delivery of this contract. This collaborative approach is driven by a long-standing and trusting relationship where best practice is shared along with an in-depth knowledge of the organisation and its practices to help reduce the risk of modern slavery.

Rivus falls within the requirement of Section 54 of the Modern Slavery Act and prepares a slavery and human trafficking statement for each financial year. We have not undertaken the Cabinet Office Modern Slavery Assessment Tool.

Please see Rivus_Procurement_1_Appendix_H5b_Modern_Slavery_Statement

Proposed key performance indicators	
Number of people undertaking formal education qualifications and demographic information	Education opportunities created and background
Number of new hires made and demographic	Employment opportunities created and background

Diversity & Inclusion Policy

April 2021 - V1.11

Rivus Fleet Solutions Limited - HR Policies

Why do we have this policy?

This policy sets out our commitment to providing a fair and inclusive working culture which encourages all of our people to make their individual contributions. This in turn benefits our customers and our business.

Who does it apply to?

This policy applies to everyone who works for Rivus, whether as employees, contractors or people from agencies.

The policy is a guide and doesn't form part of your contract. We may change this policy from time to time subject to any agreed consultation processes.

Our aims

We want to create a supportive and inclusive environment that helps you balance your work with your lifestyle and reach your full potential in line with our company values.

We are committed to diversity and promoting a culture of inclusion and we expect you to be too. We all have a responsibility to promote a culture of inclusion, treat everyone with dignity and respect and not to discriminate against anyone including current and former employees, job applicants, clients, customers, suppliers and visitors.

What is diversity?

It encompasses acceptance and respect; understanding that each individual is unique, and recognising our individual differences. It's the exploration of these differences in a safe, positive, and nurturing environment. It's about understanding each other and moving beyond simple tolerance to embracing and celebrating the diversity contained within each individual.

What is inclusion?

It is about having a culture where people feel they belong, are engaged, and connected; where people feel able to include everyone, irrespective of their culture and their differences. It's also about allowing everyone to perform to the best of their abilities and be able to share their personal skills, knowledge and experiences to help us achieve our ambitions.

Protected characteristics

In the UK, the following are protected characteristics under the Equality Act 2010. This means that anyone who falls into the below groups are protected under the act:

Age
Disability

Diversity & Inclusion Policy

April 2021 - V1.11

Rivus Fleet Solutions Limited - HR Policies

Gender Reassignment
Marriage and Civil Partnership
Pregnancy and Maternity
Race
Religion or Belief
Sex
Sexual Orientation

What action will Rivus take to ensure diversity and inclusion?

Rivus will;

- Follow local laws on equality as a minimum standard.
- Empower and motivate you to tell us your thoughts and improve how effectively you do your job.
- Make sure you can work without fear of discrimination or inequality.
- Help you feel confident that (where local law allows) you can tell us about any disability you have, your ethnic background, sexual orientation, religion or belief. This helps us make sure we treat everyone fairly.
- Collect diversity information (in countries where it's okay to do so) of employees and applicants and manage it in line with data protection laws.
- Make reasonable adjustments to help people with disabilities continue to work safely and productively.
- Support your reasonable needs as you go through life changes.
- Recruit, train, promote, evaluate performance, reward people and end contracts fairly and without discrimination.
- Have a proactive plan to achieve our ambition in the countries we work in.

As a manager, what are my responsibilities?

As a manager you have a key role in bringing to life our commitment to inclusion.

You should lead by example by making sure that everyone in your team has the same opportunities at work and tackling any barriers/issues to creating a culture of inclusion.

You should also make sure that contractors or agency staff are treated in accordance with this policy.

If you are involved in recruitment you must make sure you are familiar with the equality and diversity requirements of the Recruitment Policy.

What support's available?

If you're struggling with anything related to this policy you should raise this with your manager or HR to discuss how you're feeling and to consider what additional support may be available, for example, documenting any adjustments that you might require. Addressing any issues/concerns as early as possible will help both you and your manager

Diversity & Inclusion Policy

April 2021 - V1.11

Rivus Fleet Solutions Limited - HR Policies

to put appropriate steps in place. Other areas of support/advice can also include that from a trade union representative or an employee representative.

We also offer access to a voluntary, free and confidential Employee Assistance Programme (EAP) which provides employees with support on issues that crop up in work and life. If you want a confidential chat you can use the support line on 0800 243 458, 24 hours a day, 365 days a year to speak to a professional consultant. You can call the number as often as you need to.

We also offer support services for any employees who may require this which includes:

Our Accessibility practice - this service provides support to Rivus employees in obtaining IT adjustments i.e. special mouse, keyboard, or specialist software and guidance related to the use of IT.

Rehabilitation - Rivus offers a range of rehabilitation services when people experience ill health and go through a period of significant change. This includes conducting internal risk assessments, the offer of the Employee Assistance programme (as outlined above) and HealthWork (Occupational Health Provider) who have a number of services available.

Training

We recognise that training our people is key to achieving our goals and building an inclusive and supportive workplace. We commit to ensuring that our employees have access to appropriate training on diversity and inclusion in the workplace.

Compliance

The vast majority of people act professionally and in line with our values. However, if you feel someone isn't acting in accordance with the values set out in this policy, then this should be reported to your line manager or HR so that appropriate steps can be taken. Discrimination will not be tolerated and will be dealt with in accordance with our Disciplinary policy.

Policy Owner	Version	Written By	Checked	Next Review
HR	1.10	C Mee & L Williams	V Knight	April 2022
HR	1.11		Annual Review	April 2023

Why do we have this policy?

Recruitment isn't just about filling vacancies, it is about finding great people to do great jobs, helping to make our brilliant business better than ever. It has an impact on you and the wider company too, so it is important to do it right, which is why we have this policy.

Who does it apply to?

This policy applies to everyone who is employed by Rivus. This document is a guide and doesn't form part of your contract. We may change this policy from time to time, subject to any agreed consultation processes.

This policy covers all levels and types of recruitment. It does not include third party engagement, except where they are employed on our terms and conditions.

Our aims

- To ensure a professional and consistent approach to recruitment and selection
- Adherence with the Diversity & Inclusion Policy and relevant employment legislation
- That members of staff are recruited on the basis of their ability; and
- Managers are able to attract and recruit high calibre staff
- To ensure that everyone has basic rights and freedoms, whoever they are and wherever they live. Modern slavery includes human trafficking, forced, bonded, child or prison labour. This kind of labour is not acceptable in our own operations nor those who work with us or on our behalf.

Identifying a recruitment need

If an established post becomes vacant or a new position of any nature is proposed, the line manager/hiring manager should obtain appropriate sign off from the relevant Director, HR Director and if required Finance Director before any action is taken.

A job description must be produced or updated for any vacant post that is to be filled.

Advertising a vacancy

We will normally advertise all jobs internally for at least 7 days and consideration should always be given as a priority to any internal candidates prior to engaging third parties. Where third party parties are used all engagements should be via our preferred suppliers list.

Applying for a vacancy internally

We encourage employees to explore internal opportunities within the organisation, however employees must inform their line manager prior to any application being made.

Employees 'at risk' or redundancy who meet the essential criteria for the post will be offered an interview.

There are certain scenarios where it may not be appropriate to consider internal applicants as follows:

Disciplinary

If you have got an active disciplinary sanction, then you cannot apply for another role internally for the duration of that sanction. In circumstances where you are in a disciplinary process, but the outcome has not been reached or there's an active appeal then you can apply, however the offer could be withdrawn if, subsequently, you are issued with a sanction or your appeal is unsuccessful.

Performance

It is your responsibility to advise the recruiting manager if you are going through the improving performance process. Internal moves are dealt with on a case by case basis. Please be aware that the hiring manager may speak to your current manager and/or HR to discuss the reasons you are going through the process or have been given a sanction. If your underperformance is related to the key requirements of the new role, then this is likely to mean that your application will be unsuccessful.

Interview process

We will follow a consistent and fair process when interviewing / assessing candidates. Notes should be taken to capture the interview.

Interviews should normally be carried out by a minimum of two people.

The recruiting manager will provide all candidates with detailed and quality feedback after an interview. We are committed to doing this in a timely manner

Job offer

All verbal and formal job offers are to be made by Human Resources.

We will support employees who have accepted a new internal job to start where possible within 28 days, subject to operational needs.

Documentation

We will look after candidates' information by following our Data Protection Policy and GDPR regulations.

We will retain interview / assessment notes and scores for a period of 6 months and then these will be destroyed.

Pre-employment Checks

We will make sure all our employees are legally allowed to work in the country where they are employed and will ask that they prove to us you have got the right to work. You must tell your manager immediately about any pending changes to your right to work status.

Where an employee is required to drive in line with their role, a DVLA check will need to be completed to satisfy that they have the requirements needed.

Failure to provide the above, may result in a retracted offer or termination of employment.

All employees are required to undertake an Enhanced DBS check prior to/during their employment. If there is a positive disclosure within the DBS check, this will be considered by an assessment panel. Only the members of the assessment panel will have visibility of the disclosure. Usually, when something adverse is highlighted, it proves to be low risk when run through the risk matrix and no further action is required. If anything is categorised as medium or high risk, there are further measures that may need to be taken to reduce the risk and make it manageable in the workplace. In some high-risk cases, this could result in the retraction of offer or termination of employment for some other substantial reason.

Compliance

The vast majority of people act professionally and in line with our values but if employees do behave in a way that is inconsistent with this policy, we may take disciplinary action, depending on local legislation and regulation.

Useful Policies

Here are some other important sources of information:

- Diversity and Inclusion policy
- Data Protection Policy
- Job Vacancies - Available via the Intranet

Policy Owner	Version	Written By	Checked	Next Review
HR	1.10	C Mee & L Williams	V Knight	April 2022
HR	1.11		Annual Review	April 2023

Appendix 6

Annex I to Rivus ITN Response – Environmental

**ANNEX I - ENVIRONMENTAL
RESPONSE DOCUMENT**

**PROCUREMENT 1 – EMERGENCY RESPONSE VEHICLE
REPAIR**

(Portal Reference Number: 539)

Annex I – Environmental

The marks available for each question in this section are detailed below:

Annex	Title	Question	Individual Weighting for Sub-Criteria	Max Individual weighted score
I	Environmental	I1	25%	0.5%
		I2	25%	0.5%
		I3	25%	0.5%
		I4	25%	0.5%
		Total	100%	2.0%

I1	Reducing Vehicle Emissions
Guide	Maximum 1,000 words

The Authority recognises the need to reduce emissions in London and suppliers are required to support this and reduce supply chain emissions. **Please provide how you will demonstrate your capability and deliver the following critical activities:**

- 1) How you will comply with the Ultra-Low Emission Zone;
- 2) Implement initiatives to reduce emissions within your supply chain aligned to the Mayor's Responsible Procurement Implementation Plan.
- 3) Reduce emissions associated with last-mile deliveries, so that you work towards the commitment that all new Authority contracts to require freight and servicing vehicles under 3.5 tonnes to GLA Group buildings will be zero-emission from 2025.

And please reference within your response:

- 4) If you operate a fleet of vehicles to support this contract **please provide the number** of BEV, PHEV, MHEV, hydrogen, bio-methane, petrol and diesel vehicles.
- 5) If you do not directly operate any vehicles then please **provide a method statement** on how you will ensure any staff and/or contractors using vehicles to travel to an Authority site comply with ULEZ requirements of ULEZ zones and entering them.

Reference document:

Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response.

Responsible Procurement Schedule.

Benefits of our solution	
ULEZ compliant fleet	100% compliance through vehicle options and alternative transport methods
Reduction in supply chain emissions	Informed procurement decisions and collaborative working to drive the reduction in emissions through our products and services
Last-mile deliveries	Deliver service in line with Authority and government targets through the adoption of alternative and sustainable transport methods

Compliance with the Ultra-Low Emission Zone

We will continue to phase out fossil fuels from our fleet and comply with the ultra-low emission zone (ULEZ) by ensuring that all vehicles used in support of this contract will be ULEZ compliant.

Our company car scheme financially incentivises employees to take an ultra-low emission vehicle. Since the launch of our new company car scheme in August 2021, 100% of all vehicles ordered are:

- Hybrid Electric Vehicles (HEV)
- Plug-in Hybrid Electric Vehicles (PHEV)
- Battery Electric Vehicles (BEV)

We have implemented a cycle-to-work scheme with significant uptake since its launch in late 2021 and encourage the use of public transport.

Working with our supply chain to reduce emissions

Our procurement decisions will support the Mayor's Responsible Procurement Policy to improve environmental sustainability with a specific focus on climate change and improving air pollution. We collaborate within our supply chain and have identified opportunities, including:

- **Mode of transport for last-mile deliveries** - e-bikes, motorbikes or other means. Our key parts supplier, Euro Car Parts, uses low-emission bikes for deliveries.
- **Informed fleet vehicle and fuel decisions** - working with manufacturers to provide and use vehicles that comply with relevant environmental legislation, minimising the environmental impact throughout the vehicle life cycle.
- **Bulk order of supplies** - working to reduce the number of deliveries through strategic stocking, combined deliveries and deferral.
- **Local suppliers** - source locally to reduce miles driven.
- **Agree and monitor waste reduction targets** - internally and within our supply chain.
- **Work with our suppliers to minimise unnecessary waste** – working to reduce packaging and encourage the reuse and recycling of products, such as:
 - Removing single-use plastic bags from parts delivery - reduced by 60,108 bags in 2021.
 - Provision of tea/coffee making facilities, removing the need for vending machines and single-use plastic lids for cups.
 - The installation of bulk dispensers of screen wash at strategic locations for our largest customer and their 29,000 vehicles. The 'bottle for life' concept has reduced single-use bottles by 150,000 per year.
 - Collaborating with the Authority's disposal partner to prioritise using recycled parts.

Please refer to

Rivus_Procurement_1_Annex_I1_Vehicle_Carbon_Reduction_Procedure

Our approach to reducing emissions associated with last-mile deliveries

We will collaborate with our supply chain and customers to reduce emissions from last-mile deliveries. Where practical, deliveries will be made outside peak travel times to minimise drive time and maximise route efficiency. We will strategically stock high-volume items, reducing the number of deliveries required.

We will engage with local suppliers to support the local economy and maximise the environmental benefits of local deliveries, such as on foot or by bicycle.

If awarded Procurement 5 Lot 2, our solution for C&D will include e-bikes, other electric vehicles, and the use of public transport. These mobility solutions are already in operation within London by our C&D contractor, DMN. A wider geographic spread of our garages and collision repair locations will reduce journey distances travelled for C&D, taking the most efficient route possible.

Our largest vehicle parts supplier, Euro Car Parts, already operates a fleet of low-emission scooters/mopeds/motorbikes for last-mile deliveries.

Details of the Rivus-operated fleet to support this contract

Across our core garage network supporting this contract, there will be a minimum of one ULEZ-compliant vehicle per garage. Key additional personnel may have company car entitlement and will operate BEV, PHEV or Mild Hybrid Electric Vehicle (MHEV). All vehicles will be ultra-low-emission.

ULEZ compliance method statement

As one of the UK's largest commercial fleet management businesses, we are committed to reducing our own, our suppliers' and customers' impact on the environment and reducing carbon emissions.

Our Environmental and Sustainability Policy sets out a framework of how we will:

- Provide an adequate resource to enable the business to meet its legal or other obligations.
- Communicate and promote responsibility for the environment within the organisation.
- Reduce the use of energy, water, and other resources.
- Minimise waste by reduction, reuse, and recycling methods.
- Ensure that our policies and services are developed in a way that is complementary to this policy.
- Endeavour to continually improve our operations and management systems.
- Reduce our carbon footprint so far as is reasonably practicable.
- To become carbon neutral by 2050.
- Comply with customer requirements in meeting net carbon zero objectives.

We are committed to ensuring that all employees and/or contractors using vehicles to travel to an Authority site comply with ULEZ requirements of ULEZ zones.

The management team will:

- Lead by example in promoting compliance by adhering to ULEZ requirements.
- Establish and implement systems and facilities to enable the business and contractors to comply with ULEZ requirements.
- Monitor and audit contractors ensuring travel methods to and from Authority sites comply with ULEZ requirements.
- C&D contractors will use e-bikes, electric vehicles, and public transport for the non-delivery part of the journey.
- Only authorise the use of low emission vehicles compliant with ULEZ requirements.
- Ensure the use of public transport where practical to do so.
- Engage and consult with workers and contractors regarding travelling within the ULEZ.
- Make this policy available to all interested parties.

I2	Carbon Reduction
Guide	Maximum 1,000 words
The Authority is committed to managing the carbon footprint of the organisation as well as enhancing the energy efficiency of the estate to meet both organisational and Mayoral energy efficiency and carbon reduction targets. The Authority is aspiring to operate all services at a NetZero carbon level by 2030. Bidders must manage and reduce energy consumption and carbon emissions as part of the delivery of goods and services to the Authority as well as in their own business operations, transitioning to NetZero Carbon by 2030. Where carbon neutrality cannot be achieved as part of an operational service the Bidder is encouraged to engage in a carbon offsetting programme at no additional cost to the Authority. Please document through a detailed method statement how you will manage carbon emissions and energy consumption, and specifically how you will support the MPS to reduce the organisation's Scope 1 and 2 emissions progressively to Net Zero Carbon emissions by 2030, and demonstrate similarly progressive action to reduce the MPS's Scope 3 emissions through the Bidder's own actions to reduce its own organisational carbon emissions. In your answer, you should include particular reference, but not be limited, to how you will address scope 1, 2 and 3 of carbon emission activity in a supply chain: • Scope 1 emissions are direct emissions from owned or controlled sources. • Scope 2 emissions are indirect emissions from the generation of purchased energy. • Scope 3 emissions are all indirect emissions (not included in scope 2) that occur in the value chain of the reporting company, including both upstream and downstream emissions. The internationally recognised 'Scopes' are the basis for mandatory Greenhouse Gas Reporting in the UK. The focus of this method statement should centre on energy and carbon management and the reduction of scope 1, 2 and 3 emissions (BEIS Environmental Reporting Guidance 2019). Please also provide details of what performance indicators you propose to include as part of contract delivery. Please note as a requirement of this contract you will also be required to complete a Carbon Reduction Plan. This will also be attached in tandem on Coupa for input and review. From the 30th September 2021 new rules are in effect for contracts over £5million whereby suppliers must complete a Carbon Reduction Plan (CRP) and state their commitments to be net zero carbon by 2050 (Procurement Policy Note PPN 06/21). Details of the proposal, as well as the template to complete can be accessed within the link below. https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts Reference document: Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response. Responsible Procurement Schedule. Our commitment to reducing our impact on the environment is at the heart of our environmental management system. We have assessed our operations' effects on the environment and have implemented measures to mitigate these effects. Assessments are included in our Aspects and Impacts Register and the Risks and Opportunities pack, reviewed annually or as is deemed necessary considering technological or operational changes.	

As a business, we focus on reducing our carbon footprint and working with our customers to assist with their carbon reduction programmes. We have committed to reducing our Scope 1 emissions (3425 TCO₂) and Scope 2 emissions (1036 TCO₂) to net-zero carbon emissions by 2030 and progressively reducing Scope 3 emissions (8749 TCO₂), Figure_1.

To monitor progress, we hold bi-weekly environmental, health and safety update meetings with the Executive Team and the Head of Environmental Health and Safety. We review Carbon Reduction Initiatives detailed in the Carbon Reduction Plan to evaluate progress and identify potential areas of concern around meeting the objectives. [Rivus - Carbon-Reduction-Plan](#).

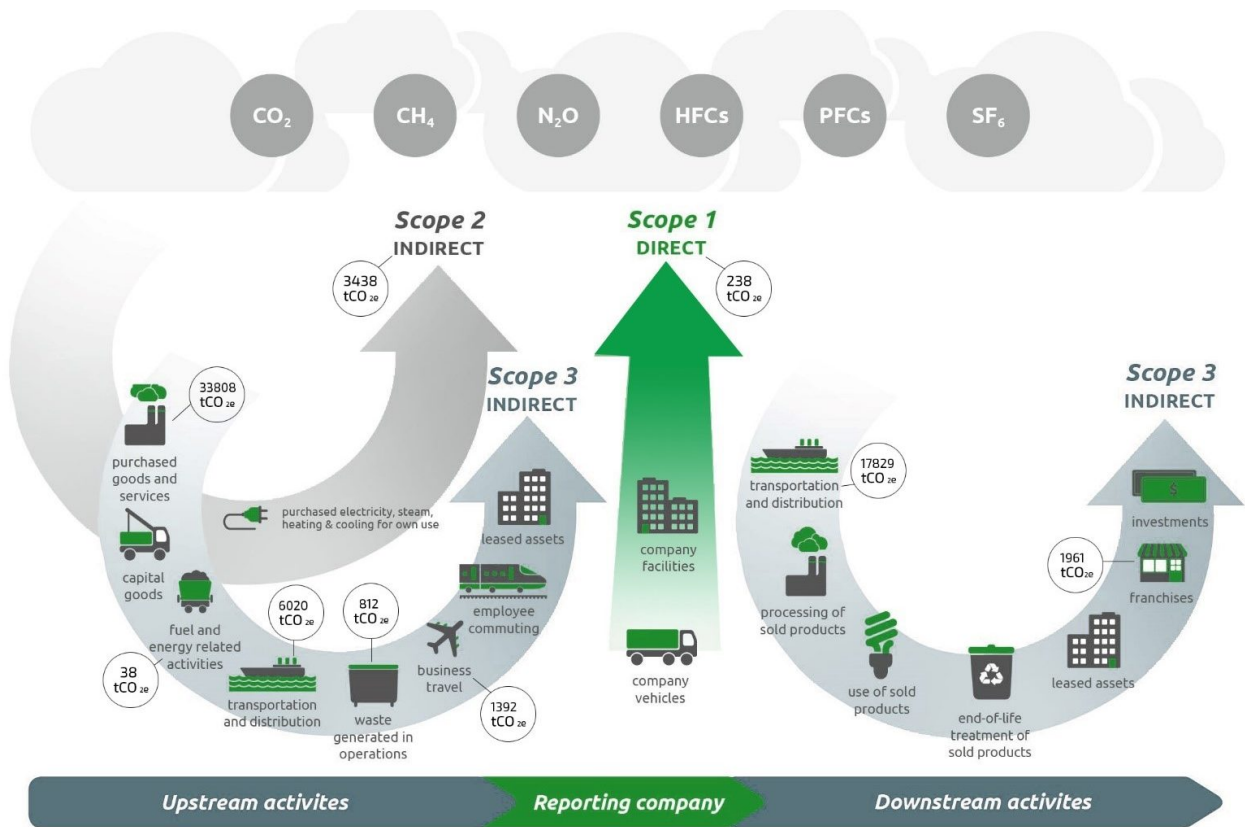


Figure_1_Emissions per the HM Governments Environmental Reporting Guidelines

Scope 3 emissions account for 66% of our total emissions, linking the three scopes together enables us as a business to focus on two main areas to reduce carbon footprint and emissions.

1. Areas of the business we can directly influence through our carbon reduction plan
2. Areas we have no direct control over but can influence through agreements and collaboration

Through the implementation of our Carbon Reduction Plan, the Authority will benefit from a strategic supply partner aligned to help the Authority achieve its net-zero carbon target by 2030 and helping to improve London's air quality.

How we will address Scope 1 emissions

We will manage and monitor energy and fuel usage linked to our activities and continually investigate solutions and opportunities to use sustainable energy.

As part of our commitment, we will reduce emissions within Scope 1 through:

- Our company car scheme incentivises the uptake of electric or hybrid vehicles. From 2023 all internal combustion engine vehicles will be unavailable.
- We encourage employees to use public transport to travel to work, and we operate the Government's cycle-to-work scheme.
- Meetings can be conducted remotely.
- Employee learning to change behaviour, raising environmental awareness to change daily work lives.

How we will address Scope 2 emissions

We share c.90% of the buildings with our landlord, and share the energy (gas and electricity). Whilst we control the electricity usage, the landlord supplies and controls the gas usage.

The landlord has committed to becoming net-zero carbon by 2030, and where articles need replacing within the fabric of the building, they will be replaced with lower energy intensity items.

How we will address Scope 3 emissions

We have a dedicated team to reduce Scope 3 emissions, focused on alternative fuels and developing a comprehensive strategy to support carbon reduction. We help our customers navigate their challenges and guide them towards their goal of reduced emissions. We will explore opportunities to reduce by-product creation from our activities. We are collaborating with our supply chain, exploring opportunities to reduce their carbon emissions, such as minimising package waste, and encourage our staff to car share, use public transport and use the cycle-to-work scheme.

We have launched a new service, Electric Vehicles as a Service (EVaaS), an end-to-end solution for electric vehicles.

We have undertaken 'Real World EV Testing' on various vehicles and varying payloads, collating the data to support our customers.

- **Total Cost of Ownership (TCO) modelling** - We calculate the actual cost of running a vehicle using vehicle test-data. We provide insights into operational and maintenance savings that can be achieved compared to the internal combustion engine equivalent, supporting the deployment decision from a financial perspective. Our TCO models are updated as the size of the test fleet grows increasing available test-data.
- **Fleet Readiness** – Working with our customers and utilising real-world performance data, we analyse existing vehicle duty cycles and identify which vehicles would be candidates for replacement with an EV alternative. We can augment this analysis in several ways, including charging use cases (home and depot) and public charging to provide heat maps in the vehicle's deployed areas, further reducing risk and improving confidence.
- **Charging** - To ensure successful vehicle deployment, we provide:
 - Recommendations of charging strategies
 - Fuelling solutions that cover electric charging
 - Recommend infrastructure providers or work with our customers' preferred supplier to provide a single solution for deployment

We have just established our baseline for our Scope 3 footprint (FY21), and the baseline data includes the following categories:

- Category 1 - Purchased goods and services
- Category 2 - Capital goods
- Category 3 - Fuel and energy-related activities
- Category 4 - Upstream transportation and distribution
- Category 5 - Waste generated in operations
- Category 6 - Business travel
- Category 7 - Employee commuting
- Category 8 - Upstream leased assets
- Category 9 - Downstream transportation and distribution

We are now working on our strategy to reduce emissions in each category, which we will update on our website when complete and form part of our wider pledge around social value and the environment, Figure_2.

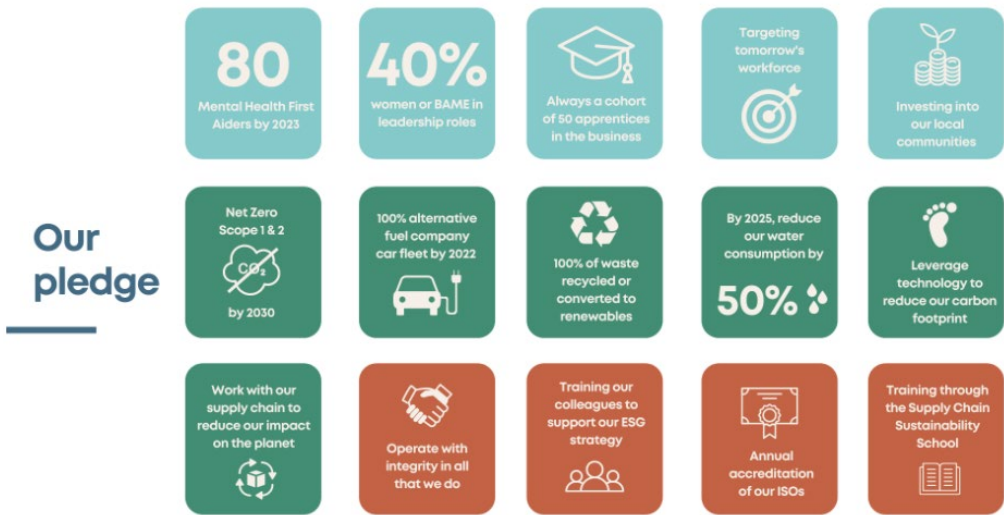


Figure_2_Our pledge on social value and the environment

The Executive Team support the Carbon Reduction Programme and the team required to deliver our net-zero ambition. They will lead by example, role modelling behaviour and support the delivery of initiatives. See [Our Sustainability Strategy | Rivus \(rivusgroup.co.uk\)](https://rivusgroup.co.uk).

Carbon offsetting

Whilst we are making every effort to reduce scope 1, 2 and 3 emissions, we are also mindful of offsetting our carbon footprint and have committed £10,000 pa to work with Ecologi on carbon reduction projects and tree planting initiatives.

Performance indicators

Proposed key performance indicators	
Year-on-year reduction in scope 1 and 2 emissions	Move towards net-zero carbon by 2030

Progressive reduction in scope 3 emissions	Demonstrate work with supply chain on carbon reduction
Increase in carbon offsetting year on year	Move towards a positive carbon impact
Associated documents Please refer to Rivus_Procurement_1_Appendix_I2_Carbon_Reduction_Plan.	

I3	Waste Management
Guide	Maximum 500 words
Waste Management/Circular Economy The MPS manages waste in line with the waste hierarchy (reduce, reuse, recycle, recover, dispose). The MPS encourages all suppliers to adopt these principles and consider the circular economy throughout their business operations, with a focus on avoiding waste in the first instance. Please document through a detailed method statement (supported by evidence from previous contracts) how you will minimise waste through the supply of goods and services to the MPS. The method statement should describe how you will comply with the following criteria: • Ensure that waste is avoided wherever possible in the manufacture and supply of goods. • Ensure that any packaging (such as pallets/crates) used to transport and deliver products to the MPS is removed from site by the supplier on the day of delivery/installation for reuse elsewhere (or recycling where reuse is not feasible). • Ensure that, where waste is unavoidable as a result of the services being delivered, all products used in the delivery of services are either reusable by another party or fully recyclable once internal redeployment within the MPS is no longer feasible. • Reduce unnecessary single use plastics by considering refillables, reusable items or larger containers. • Endeavour to utilise recycled content materials within the products supplied to the MPS as part of the delivery of services. Where recycled content is used please advise the percentage of recycled content within the product or any packaging. • Work with the MPS to identify and promote waste minimisation, reuse and recycling opportunities/initiatives arising from the delivery of their services in line with all applicable waste legislation and best practice. • Ensure that there are processes in place for recording the quantities and types of waste arising from the delivery of the services and for reporting this information to the MPS on a periodic basis. • Provide waste data, split into types of waste and routes of disposal information as and when your service delivery produces waste on the contract • Maintain waste duty of care documentation (i.e. waste carrier licenses, waste transfer notes, waste permits). You will need to supply copies to the MPS. • Consider circular economy focussed waste management: this could include activities such as minimising unnecessary packaging, reducing unnecessary waste, considering products with recycled content. Contractors supplying electrical or electronic goods to the supplier must ensure that there is a suitable programme in place to accept these items back from the MPS for reuse or recycling, once they have reached the end of their useful life within the MPS. Bidders must ensure that all redeployment opportunities internally within the MPS have been exhausted prior to external sale, donation or recycling. Reference document: Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response. Responsible Procurement Schedule. We will supply waste management processes and reporting, by location, to the Authority periodically to support the delivery of the services.	

We will split waste data into types of waste, quantities, and routes of disposal. Reporting will identify recycled content materials within the products supplied and the recycled content percentage for products and packaging.

We will collaborate with the Authority and our supply chain to identify and promote waste minimisation, reuse and recycling opportunities/initiatives arising from service delivery in line with legislation and best practice.

The waste management hierarchy outlined in Figure_1 details key waste avoidance initiatives:



Some Waste Minimisation Initiatives In Place

Avoid - Working with manufacturers in the design of vehicle equipment to reduce waste and improve longevity.

Reduce - Agreement with suppliers to remove single use plastic bags for parts delivered to us. Initiatives implemented to reduce single plastic bottle use and bottles for life concept.

Reuse - Pallets and fibre glass collected for recycling. Vehicle waste oil refined and used for building heating oil. Separation of different waste streams to maximise reuse.

Recycle - Used tyres collected by an approved waste collector who will grade the tyre to establish a further use for it.

Figure_1_Our waste management hierarchy and key initiatives

Avoiding waste – We will minimise waste by avoiding, reducing, reusing, and recycling waste where possible. Please see Figures_2 and 3 for two examples of how we reused used products to prevent unnecessary waste.



Figure_2_Waste disposal routes of collected waste oil from Rivus sites

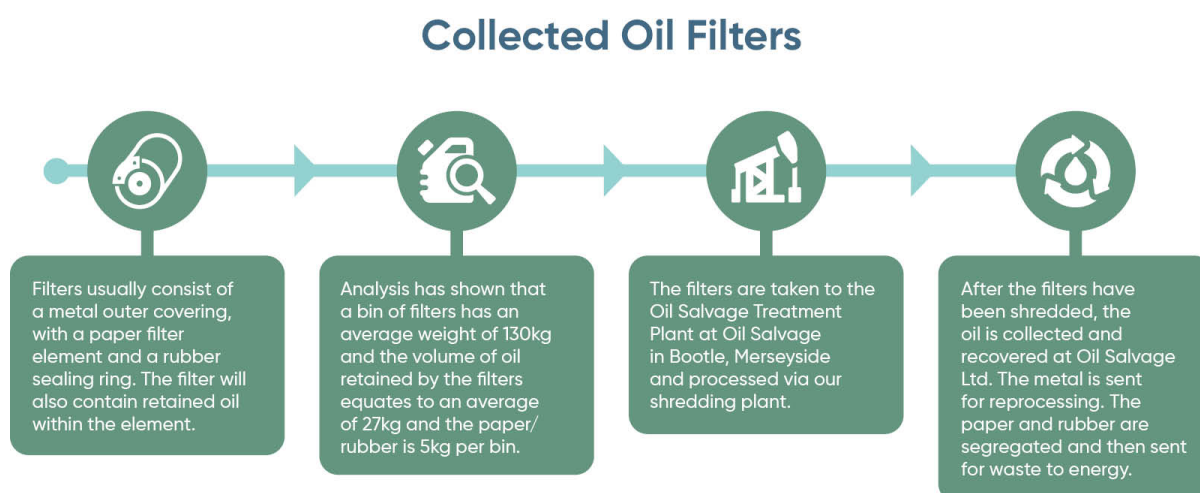


Figure_3_Waste disposal routes of collected oil filters from Rivus sites

Packaging – All delivery packaging will be removed from the Authority sites on the same day for reuse or recycling.

Any package – Working collaboratively with our supply chain to identify opportunities to reduce avoidable waste. This approach saw 60,108 single-use plastics removed from our operation in 2021.

Single-use plastics – We work with our supply chain to reduce single-use plastics. We have installed bulk screenwash dispensers at strategic locations for our largest customer and their 29,000 vehicles, reducing single-use bottles by 150,000 pa.

Use of recycled materials – We will use recycled materials in products in delivering services to the Authority. We will report the percentage of recycled content within the product or packaging where recycled content is used.

Repair over replace – Where practical, parts will be repaired over replaced. This will reduce the requirement for delivery of a new part and disposal of the damaged part.

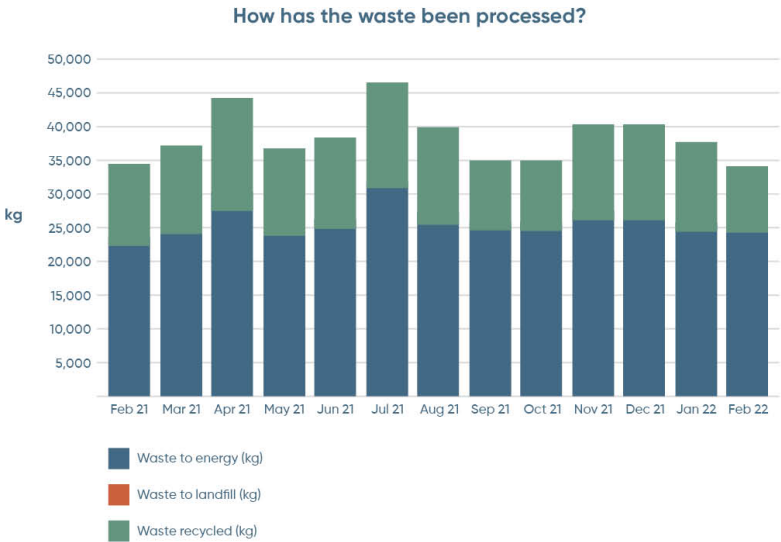
Monitoring and recording waste – We have processes to monitor and record waste. Our data shows that in the last 12-months, we diverted 466 tonnes from landfill. We will report our waste data to the Authority on an agreed frequency.

Reporting on waste types and disposal

We will report by location waste data split into types of waste and routes of disposal, as per the example in Figure_4.

Monthly Waste Volumes

Waste Types	Monthly Management Data (kg)														Total Waste	
	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	kg	%	
General Waste to Energy	22,368	24,120	27,532	23,627	25,216	31,190	25,498	24,708	24,777	26,001	26,420	24,614	24,406	308,119	66%	
Mixed Recycling	12,025	13,180	16,754	13,246	13,189	15,395	14,380	10,290	9,634	14,454	14,282	13,265	9,941	158,101	34%	
Confidential Shredding	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	
Food	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%	
Total Waste Produced	34,393	37,300	44,286	36,873	38,405	46,585	39,878	34,998	34,411	40,465	40,702	37,879	34,347	466,128	100%	



Waste breakdown for February 2022

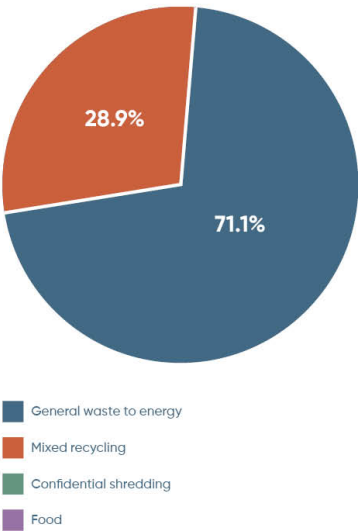


Figure_4_Waste reporting example

Where our service produces waste, we will outline the quantities and waste types in the format agreed with the Authority.

Maintaining waste duty-of-care documentation

We will control all transfer of waste using waste transfer notes using registered waste carriers. We check the carrier’s license before collection, ensuring they have the correct permit, licence, and EWC waste confirmation. We will supply the Authority with copies of all waste duty-of-care documentation.

Circular economy focused on waste management

We maximise product use by servicing and maintaining; reuse by selling or donating to worthy causes; refurbishing or remanufacturing, Figure_5.

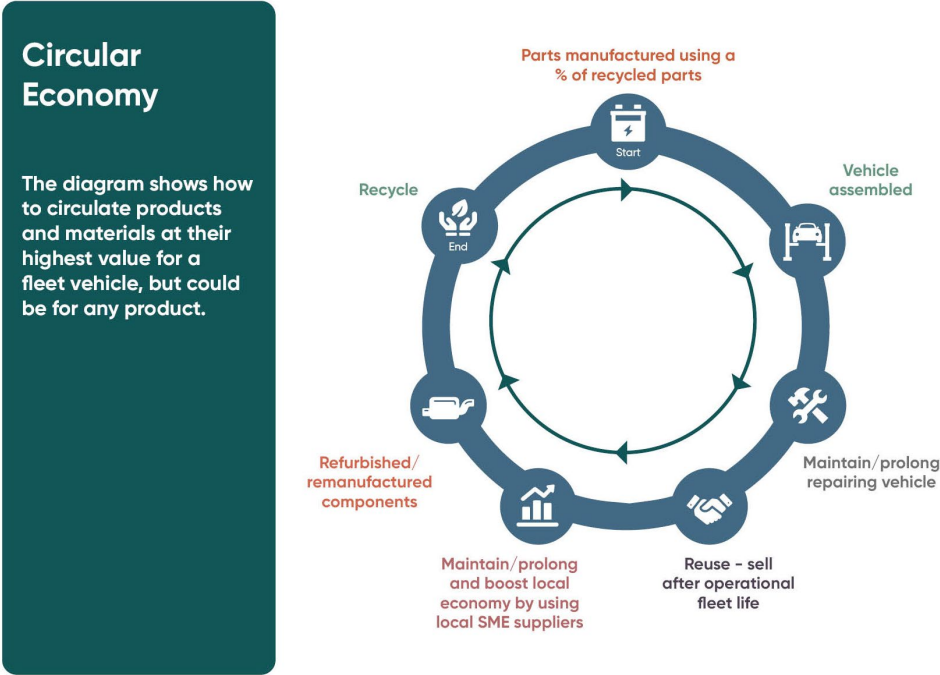


Figure_5_Circular economy

Innovation within our supply chain

The benefits identified in Figure_6, relate to the Authority and demonstrate downstream environmental management of the supply chain and potential cost benefits.

Innovation within our Supply Chain

We work collaboratively with our supply chain to deliver innovations in reducing waste wherever possible

Area	Action	Benefit
Packing, Pallets and Crates	Remove supplier packaging from Authority sites at time of delivery.	- Reduced cost of disposal by the Authority. - Reuse the pallets & crates
Parts Deliveries	Use tote boxes, replacing single-use plastic bags	- Include in environmental/waste management reporting to the Authority. - Reusing tote boxes further reduces use of single-use plastic bags
Bulk Dispensers	Already using bulk dispensers and this can be expanded with identified specific requirements for Authority assets.	- More competitive cost per unit in larger quantities. - Less recycling.
Waste Separation	Suppliers provide suitable bins, skips & stillages	- Waste separation onsite enables improved recycling and reduced costs. - Reduced contamination of waste stream.
Specialist Suppliers	- Specialist collection, i.e. waste oil. - Provide specific waste containers for different waste streams. - Refine waste oil into processed oil	- Maximise recycling and reuse of waste from Authority assets. - Processed oil can be used for heating or other industrial purposes.
Waste Collection	Piloting the use of Electric Vehicles	Reduce the carbon footprint and include in upstream reporting.
Green Parts	Collaborating with the Authority's disposal partner to re-prioritise using recycled green parts	- Save money. - Recycle and reuse parts.
Re-manufacturer and Exchange Parts	Source and use exchange or re-manufactured parts	- Competitive cost - Reusing components - Takes less energy to recycle than to extract and manufacturer new materials.

Figure_6_Innovation within our supply chain

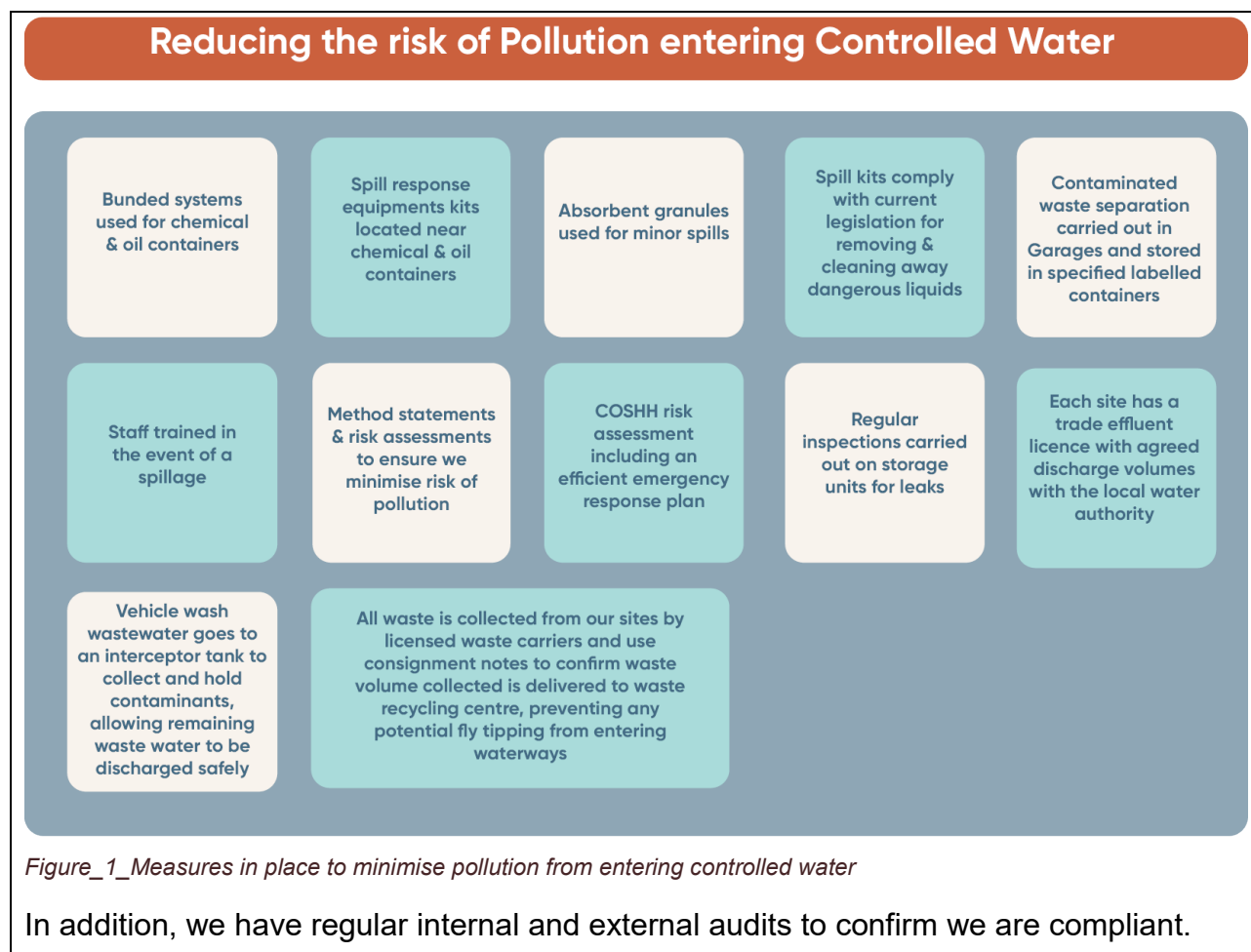
I4	Water Management
Guide	Maximum 500 words
The Authority is committed to using water resources efficiently and in doing so would seek to encourage suppliers to reduce water consumption as part of the delivery of goods and services as well as in their own business operations. Please document through a detailed method statement and provide evidence of how you will minimise water consumption through the supply of services to the Authority and prevent pollution entering controlled water throughout their operations. Reference document: Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response. Responsible Procurement Schedule.	
Our approach to minimising water consumption Through our Environmental Policy and supported by a framework of procedures, processes, and mandatory training, we ensure our people are aware of their responsibilities to reduce the risk of harm to the environment through our work in supporting our customers' fleets. Minimising water consumption We will minimise water consumption throughout our organisation in the following ways: • Establish a baseline for water use with achievable targets for reducing consumption. • Appoint a head office 'water champion' to check and monitor water use, providing regular communications reporting on water use figures. • Engage employees in water savings initiatives and encourage the contribution of water-saving ideas. In support of the above, we will apply the following current Rivus practices:	
Area to minimise water consumption	Practices
Water coolers	• Install mains-fed water coolers to eliminate the need for water bottle deliveries.
Taps	• Install water-efficient taps with an aerator or flow restrictor to use less water. • Install lever or mixer taps; these save water by quickly reaching the desired temperature. • Fix leaking taps and replace washers - even a slowly dripping tap can waste 10,000 litres of water p/a. • Avoid washing up under running taps.
Dishwasher	• Install water-efficient dishwashers to use 50% less water than average models. • Wait until you have a full load before washing.

	• Scrape, rather than rinse, dishes before washing.
Toilets	• Replace single-flush toilets with dual-flush toilets. The most significant amount of water used in the office is attributable to the toilet, which can use over 30 litres per flush if they are older models. Water-efficient toilets, especially those with the capacity to perform dual flushes, can use around 25% of this amount. • Where older toilets cannot be replaced, we will instal low-cost water-saving devices, as we have across our garage network, significantly reducing the water used with each flush by three litres. • Regularly check for leaks and fix them immediately. • Install water-efficient urinals with smart controls to reduce unnecessary flushing.
Showers	• Encourage employees to limit showers to four minutes or less. • Install water-efficient showerheads, which can use up to 40% less water. • Fix leaking showers.
Vehicle Wash	• Recycling water from the washing of vehicles to be used multiple times.

Prevent pollution from entering controlled water

We ensure our people are aware of their responsibilities to reduce the risk of harm to the environment and prevent pollution from entering controlled water through our work in maintaining the Authority assets.

In accordance with legislation and our obligations under ISO14001, our sites where contracted services for the Authority, will be carried out in a way which prevents pollution. The measures in Figure_1 are in place to minimise pollution from entering controlled water.



Appendix 7

Annex I2 to Rivus ITN Response – Carbon Reduction Plan

Document Name:	Vehicle Carbon Reduction Procedure	
Department;	Environmental Health & Safety	
Document File Reference:	EHS-040-01	
Revision	001	
Authorised	Michael Osborne, Head of Environmental, Health & Safety	
Release Date	July 2022	
Review Date	July 2023	
Scope	This procedure defines the requirements to reduce carbon emissions from vehicle used in connection with Rivus operations, supply chain and sub contractual activities	

1. Objective

The overall objective is to demonstrate the business commitment to achieve Net Zero Carbon Status by 2030 as laid out in the in [Our Sustainability Strategy | Rivus \(rivusgroup.co.uk\)](#) with particular reference to minimising the impact on the environment and comply with customer specific requirements

2. Rivus Controlled Vehicles

Managers and department heads shall encourage those who have a company car entitlement to select low or zero emission vehicles as an incentive additional allowance of up to £150 PCM or selecting and electric vehicle over an internal combustion engine will may be offered

Key personnel e.g., Regional Directors will operate low or zero emission vehicles by 2025 or upon renewal vehicle contract, All garages will have available to them as a minimum one ULEZ complaint vehicle

3. Non-Rivus Controlled Vehicles

Annually employee travel plan surveys are to be completed to establish the modes of transport used to get to work. The information collated will be used primarily to support initiatives related to the carbon reduction plan whereby incentives for those who opt for zero or ultra-low emission modes of travel will be considered.

The cycle to work scheme should be encourage more so for those who live or commute to ULEZ areas.

All colleagues who work at location is London, Manchester and Birmingham are required as a minimum when commuting by I.C.E vehicles must only do so if they are ULEZ compliant.

4. Supply chain

When reviewing or selecting contractors or suppliers will engage with suppliers as part of the due diligence and selection process to only select suppliers that can validate their commitment to reducing vehicle carbon emissions.

Criteria for supplier consideration

- The supplier / contractor will where practicable be local to the delivery /service point
- Utilise providers that can deliver using bicycle or by foot whereby eliminating carbon emissions
- Where selecting suppliers that operate within ULEZ zones the contractor or supplier must be able provide evidence to validate all vehicles being used are compliant.
- Vehicles with reduced emission associated with last-mile deliveries shall be used so as to comply with authority contract requiring vehicles under 3.5 tons to GLA Group buildings will be zero-emission from 2025.

Appendix 8

Annex J to Rivus ITN Response – HR and Staffing

**ANNEX J - HR and STAFFING
RESPONSE DOCUMENT**

**PROCUREMENT 1 – EMERGENCY RESPONSE VEHICLE
REPAIR**

(Portal Reference Number: 539)

Annex J – HR and Staffing

The marks available for each question in this section are detailed below:

Section	Title	Question	Individual Weighting for Sub-Criteria	Max Individual weighted score
J	TUPE implications	J1	100%	2.0%
		Total	100%	2.0%

J1	TUPE Implications								
Guide	Maximum 1,000 words								
The Authority anticipates that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply to this contract. Bidders are expected to make their own assessment of where TUPE does and does not apply. Please provide details of your approach to transition. At a minimum, bidders must provide details of: 1) An explanation of previous experience of managing a TUPE transfer, and how it can be utilised to ensure a smooth transition for this contract. 2) An assessment of how many employees are expected to TUPE transfer and where they are likely to be placed in the proposed organisational structure. 3) A detailed project plan covering the period from preferred supplier stage through to the transfer date, this should include key milestones in terms of due diligence; employee liability information; staff communications; consultation; induction; and any training requirements. 4) An outline of the most significant HR issues anticipated and an explanation of how they will be managed, this should include any potential issues in terms of location; anticipated shortfall/excess of staff and implications of this e.g. redeployment, redundancy, etc. 5) An explanation of any measures that may be taken in relation to transferring employees. An outline of how you intend to engage with the incumbent contractor and any recognised trade unions. 6) A detailed list of the information you require prior to the transfer date in order to ensure a smooth transition. 7) An outline of the support that you would envisage the Authority providing in terms of employment and pensions matters. Reference document: Bidders are invited to respond fully based on the provided tender documents. Specific attention should be drawn to the following document; however, this should not be considered an exhaustive list for the purpose of your response. Staff Transfer Schedule.									
<table border="1"> <tr> <th colspan="2">Benefits of our solution</th> </tr> <tr> <td>Diverse workforce</td> <td>Proactive recruitment of underrepresented demographics to support the local economy</td> </tr> <tr> <td>Transparent Communication and Engagement Plan</td> <td>An engaged workforce contributing to the performance of the contract</td> </tr> <tr> <td>Ability to fulfil multiple Procurement lots</td> <td>Better employee experience and retention of key skills and expertise across all Procurement lots</td> </tr> </table> Approach to transition		Benefits of our solution		Diverse workforce	Proactive recruitment of underrepresented demographics to support the local economy	Transparent Communication and Engagement Plan	An engaged workforce contributing to the performance of the contract	Ability to fulfil multiple Procurement lots	Better employee experience and retention of key skills and expertise across all Procurement lots
Benefits of our solution									
Diverse workforce	Proactive recruitment of underrepresented demographics to support the local economy								
Transparent Communication and Engagement Plan	An engaged workforce contributing to the performance of the contract								
Ability to fulfil multiple Procurement lots	Better employee experience and retention of key skills and expertise across all Procurement lots								

Rivus understands that continuity of services supporting a mission-critical fleet is crucial when introducing a new service provider. To ensure a smooth transition, we will collaborate with the Authority, the incumbent contractor, Trade Unions and employees to understand the transferring employees, providing touchpoints to resolve concerns. We aim to commence this following contract award as soon as reasonably practicable.

Our HR Director will lead the TUPE process, supported by a highly experienced team, ensuring a successful transition and implementation of our proposed operating model, Figure_1.

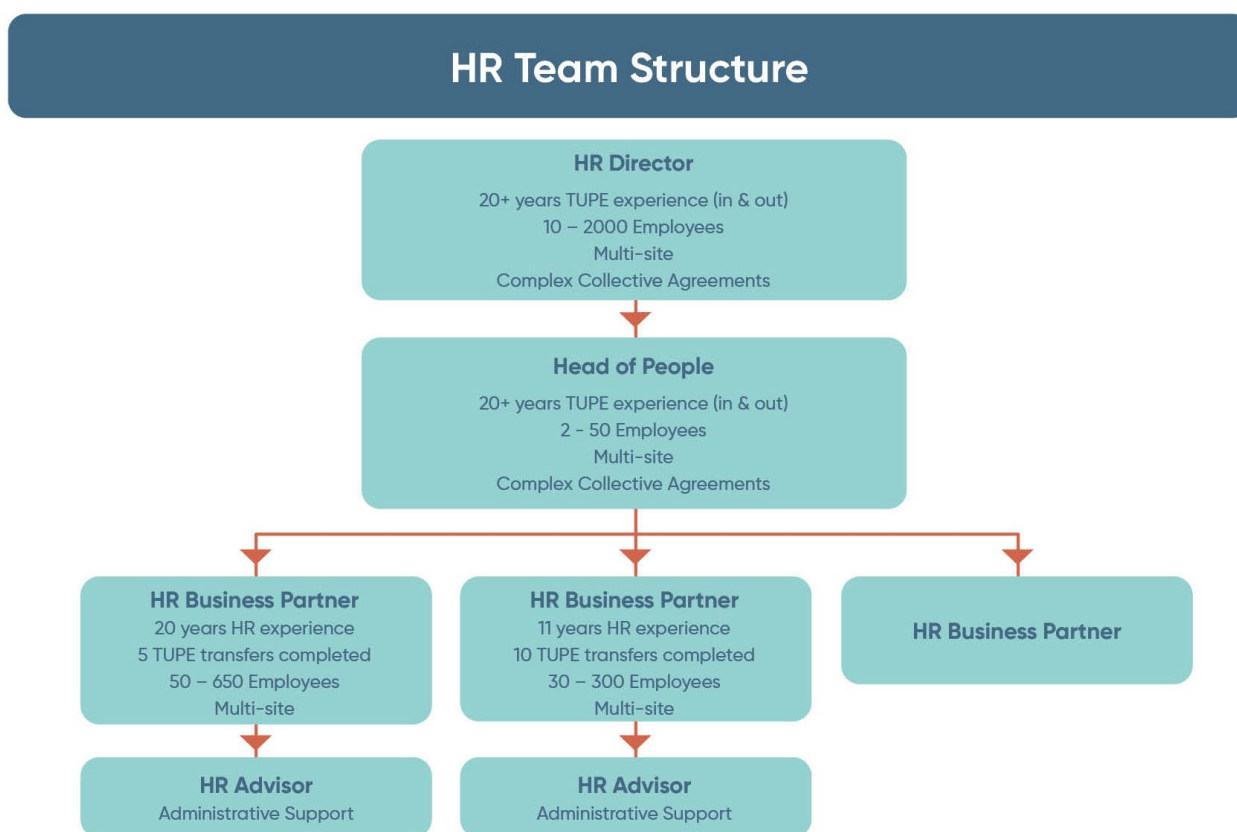


Figure_1_HR team structure

Key success factors of our approach include:

- Building collaborative relationships with the incumbent contractor, putting the best interest of employees and other stakeholders first.
- Communicating consistently and frequently through various methods with transferring employees about issues that matter to them, including information about the contract and Rivus.
- An effective consultation process ensures that transferring employees feel positive and excited about working with Rivus.
- Continued communication via various touchpoints to raise questions and a dedicated HR transition resource throughout the process.
- Completing due diligence on Employee Liability Information (ELI) in advance to understand which employees would be in scope should different providers be awarded Procurements 1-4.
- Working with our recruitment providers to promptly fill any vacancies created.

- Induction training and support from existing members of Rivus employees to ensure they are familiar with their roles under the new contract, business processes, equipment, HR and H&S policies.

Experience in managing TUPE transfers

Our HR team has experience of over 120 transfers, varying from 10 to 2000+ employees, including multiple locations, unionised groups and complex collective agreements. We will draw on this experience to ensure a physically and culturally smooth transition. The team will ensure the transfer is managed legally and per any collective agreement to mitigate risk and ensure maximum engagement.

Expected TUPE transfers

We have reviewed the available information and identified 171 individuals with a proportion of their time allocated to Procurement 1. We need to understand the scale and scope of responsibilities to determine if TUPE would apply. Before this, we worked based on 96 heads being costed as in scope based on a percentage of revenue. However, we must determine this in collaboration with the Authority, other suppliers, and the incumbent contractor. All in-scope individuals will relocate to one of the five identified Rivus sites. Depending on their current base location, this will be c.15 miles from their current base location. We will work with individuals to identify the preferred location based on their circumstances and business need.

Project Plan

Figure_2 outlines the key workstreams and milestones. We have included a detailed project plan in Rivus_Procurement_1_Appendix_J1_Project_Plan.

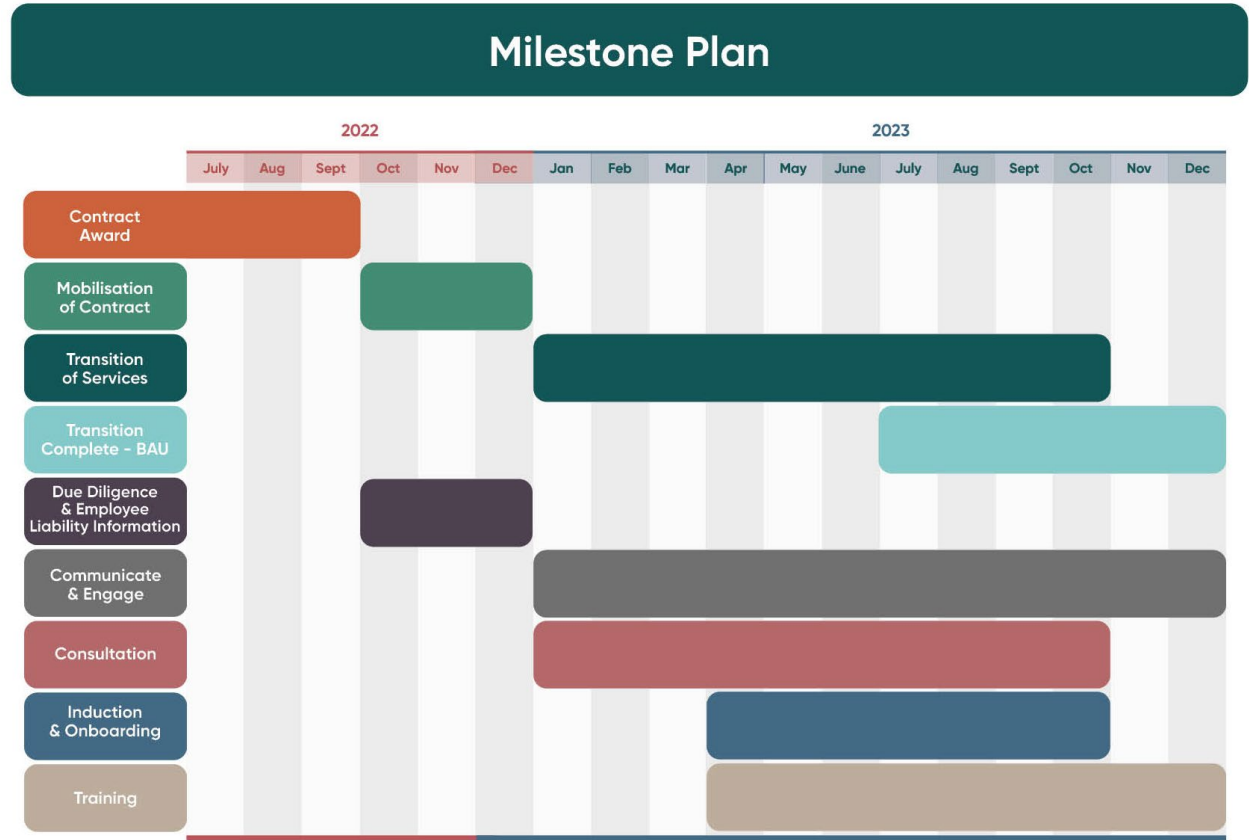


Figure_2_ TUPE process – key workstreams and milestones

Management of significant HR issues

We do not anticipate many significant issues. From experience, anticipated issues include:

Confirmation of in-scope employees - Where employees work across multiple procurements, we will collaborate closely with the Authority, the incumbent contractor and other providers to determine which company they should transfer to. This may create vacancies early in the process so recruitment can commence ahead of transition and ensure no service disruption.

Terms and conditions and collective agreements - We will need to understand contractual clauses and collective agreements to support any required changes in working location, hours or working practices. We will collaborate with the Trade Unions to ensure we can implement any changes needed without impacting service.

Working arrangements - There may be a requirement to change working patterns and hours to support 24/7 operating and improve service delivery. This will be evaluated during due diligence and discussed during consultation.

Retention of key personnel - We will engage early with transferring employees and continue communication beyond consultation to dispel any concerns or apprehensions about working for Rivus. This will mitigate the risk of losing key employees who may object to the transfer.

Measures anticipated for transferring employees

Following the review of the available data, we anticipate that we may implement the following measures for the transferring employees, a change to:

- Working location
- Pension provision and contributions
- Pay date to last working day of the month with adjustments one month in arrears and therefore no financial impact to people
- Holiday year to calendar year
- Non-contractual HR policies and procedures
- Flexible benefits provider
- Bonus scheme rule

Engagement with the incumbent contractor and trade unions

We will work with the incumbent contractor to obtain ELI and guidance to ensure the timely completion of due diligence, enabling us to commence collective and individual consultation promptly. We will agree on how and when we will communicate with the employees to ensure no detriment to service whilst ensuring that it is frequent and sufficient to support employees through the change.

We currently work with four different Trade Unions and have substantial change management experience. We will commence collective consultation following contract award. Our communications will be detailed and transparent to support strong, effective relationships and encourage questions and feedback. Dependent on the stage of the TUPE process, these consultations may be held weekly with open dialogue in between. Meeting summaries will be made available to affected employees.

Information required to ensure a smooth transition

To ensure a smooth transition, we require the following information:

- Collective agreements, including any local agreements or custom and practice
- Policies and procedures
- Job descriptions and person specifications
- Full and detailed ELI
- Specific pension scheme information such as the pensionable pay definition, the type of scheme and the details of the current provider
- Training records and plans

Support required by the Authority

We will require the Authority to assist with:

- Introducing and sharing key contact details
- Understanding the Authority's vision of how Rivus can deliver service and quality improvements
- Security access, vetting process and preferred provider

Appendix 9

Annex K to Rivus ITN Response – Commercial Information

**ANNEX K - COMMERCIAL
INFORMATION
RESPONSE DOCUMENT**

**PROCUREMENT 1 – EMERGENCY RESPONSE VEHICLE
REPAIR**

(Portal Reference Number: 539)

Annex K – Commercial Information

The marks available for each question in this section are detailed below:

Annex	Title	Question	Individual Weighting for Sub-Criteria	Max individual weighted score
K	Commercial Information	K1	Pass/Fail	Pass/Fail
		K2	30%	3.0%
		K3	40%	4.0%
		K4	30%	3.0%
		Total	100%	10.0%

K1	Agreement Terms
Guide	500 Words
Please detail your acceptance of the Authority Standard Terms and Conditions and its associated Schedules (the Agreement). As part of the preparation of this ITN and supporting materials, the Authority has worked diligently to produce an Agreement which it considers is, whilst being heavily based upon the Cabinet Office Model Contract, representative of a fair and balanced approach in delivery of the Services. Further, the Agreement has been developed in light of previous procurements of the Authority and takes account of comments received from previous bidders and the market. The Authority wishes to maintain as much consistency as possible across the Authority. The Authority therefore considers the Agreement to be as reasonable as possible. Bidders are to respond to the Agreement to address all content and apply its reasoning for any proposed minor amendments. For the avoidance of doubt, it should be understood by Bidders that the Authority does not intend to negotiate amendments to the terms of the Agreement as referred to in Section 9 of the ITN. The Authority makes no commitment, expressed or inferred that any proposal to amend the Agreement will be accepted.	
Details of our acceptance of the Authority Standard Terms and Conditions and its associated Schedules (the Agreement) Rivus is willing to accept the Terms of Agreement proposed. However, we wish to discuss and clarify/supplement some areas. These are detailed further in Annex M. The key items in summary are: • Intellectual Property Rights (IPR) - to ensure that Authority IPR and Contractor IPR maintain their correct dispositions. • Liability Limits - clarification of the monetary limits and the relationship with indemnities and insurances. • Insurances – while a comprehensive insurance portfolio is necessary, some of the specified policies do not seem to be correct for the risks inherent in the expected activities. • Service Credit Cap - this appears to represent an unusually high proportion of annual charges. • Accuracy of information - Rivus wishes to clarify that its warrant does not extend to the accuracy of the information supplied by the Authority unless its accuracy can be readily and promptly verified without assistance from the Authority. • Default - we would expect a measure of materiality to be applied to any default and a more appropriate period allowed to cure or commence a cure. • Changes in law and Authority policies - these are likely to impact cost and time for execution of any step/stage. Thus, we would expect these to require adjustment under the Change Control process. Rivus recognises this may result in a reduction in time and cost and any increase. • Change of Ownership/Control of Rivus - due to the private equity nature of Rivus, it is likely that Rivus will be sold during the life of the contract; we do not anticipate this to impact our contract performance. However, Rivus will require the Authority not to withhold or delay approval unreasonably.	

K2	Supply Chain Management						
Guide	Maximum 1,000 words						
This contract relies on strong supply chain management by Procurement 1 – Emergency Response Vehicle Repair provider. Please outline how you will deliver a strong supply chain management, supported by relevant details of your existing capability. Within your answer, please include, but do not be limited to: • Continuous market and supplier evaluation that safeguards against market volatility • Transparent supply chain • Appropriate stock levels and on time and in full deliveries.							
<table border="1"><thead><tr><th colspan="2">Benefits of our solution</th></tr></thead><tbody><tr><td>Established procurement function</td><td>Informed decision-making backed up by comparable market commercial and performance benchmarking</td></tr><tr><td>Empowered resources dedicated to live service delivery</td><td>Compliance and performance are managed during the live requirement and as a consolidated performance measure</td></tr></tbody></table>		Benefits of our solution		Established procurement function	Informed decision-making backed up by comparable market commercial and performance benchmarking	Empowered resources dedicated to live service delivery	Compliance and performance are managed during the live requirement and as a consolidated performance measure
Benefits of our solution							
Established procurement function	Informed decision-making backed up by comparable market commercial and performance benchmarking						
Empowered resources dedicated to live service delivery	Compliance and performance are managed during the live requirement and as a consolidated performance measure						
Our approach to supply chain management Rivus’ approach to effective supply chain management focuses on four primary areas, people, relationships, data insights and service delivery, Figure_1. We recognise the enhanced value that our people and our relentless collaboration and trusted relationships with our supply chain can achieve for our customers. Our procurement platform and review procedure provide valuable data insights to benchmark our service delivery. This approach, driven by our Supply Chain Manager, enables us to improve continually, control cost, and deliver a quality service through a resilient supply chain.							

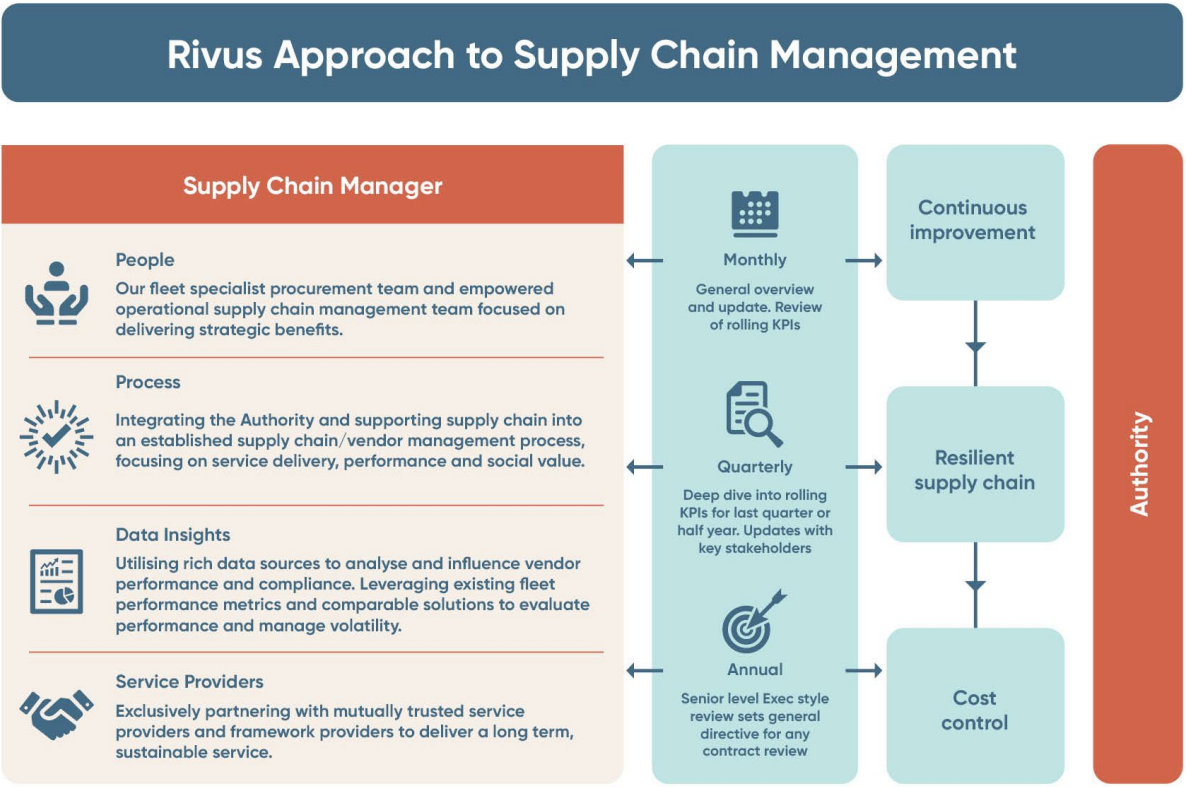


Figure_1_Our approach to supply chain management

Continuous market and supplier evaluation that safeguards against market volatility

We divide fleet procurement into three specific categories Fleet Services, New Vehicles and Vehicle parts, led by our Procurement Category Managers responsible for strategic category management, supported by a team of procurement professionals, Figure_2.

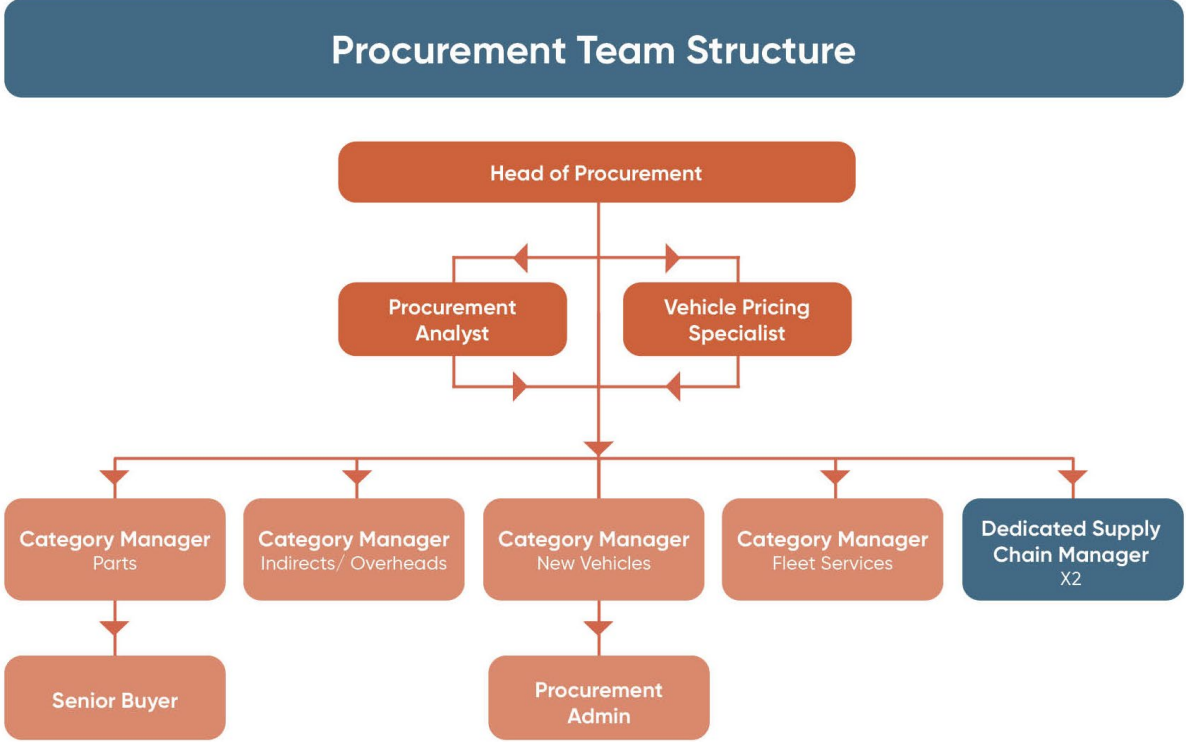


Figure_2_Procurement team structure

We will support the Authority’s requirements to safeguard against market volatility by utilising our existing procurement team to deliver the most economically advantageous tender results. This is evidenced via recent category reviews for tyres which can be either used as a comparative benchmark or offered as a supply chain solution to the Authority. This approach will drive our procurement and sourcing strategy, protecting the business and our customers from market volatility. Our supply chain management function will focus on in-life service delivery and ensure high service delivery compliance within the supply chain, per **SOR_9.3**.

Our supply chain experts specialise in all critical fleet supply and service areas, meaning where the supply chain is provided via an existing framework agreement, our data insights will provide regular information to evidence where best value can be found. This approach, supported by relevant commodity market analysis, will enable us to make informed recommendations to the Authority. Using the Curtis Fitch e-Sourcing platform, we benchmark products and service costs to evidence competitive pricing and ensure market stability. This can be evidenced via recent commercial benchmarking for Collection & Delivery services which reduced proposed inflationary pressures by 15%.

Our approach to achieving transparency with our supply chain

We currently operate a supplier relationship management process with key vendors, supported by management information and strong relationships with key stakeholders. We can mirror this proven approach by utilising supply chain managers to support this contract to ensure we develop and maintain strong relationships between suppliers and service providers. Collaboration between suppliers, supply chain managers and procurement is key to appropriately influence the supply chain and evidence performance in commercial, service and social value measures, Figure_3.

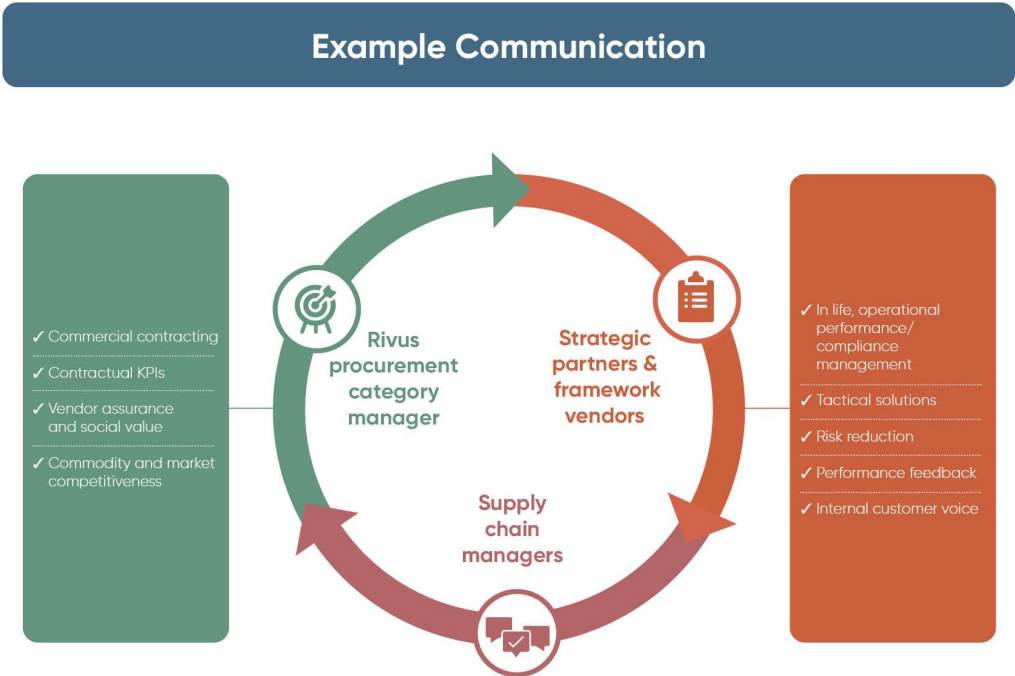


Figure_2_ Our approach to developing strong supplier relationships

Our approach to transparency and collaborative working with our supply chain has continuously demonstrated:

- Innovative solutions

- Commercial effectiveness
- Enhanced quality of work
- Effective risk management
- Development of long-term relationships with our key suppliers

This approach can be evidenced through our current trial exercise for a major customer to review alternative aftermarket vehicle parts, alternative vehicle conversion suppliers and alternative livery manufacturers.

To support and evidence the benefits of our supplier relationship management programme in delivering this contract, we will leverage our reciprocal strategic partnership with Euro Car Parts (ECP). ECP currently engages in our supplier relationship management programme as a critical vendor, involving appropriate stakeholders and providing performance transparency.

This process ensures representation and provides appropriate forums at all levels of the business ranging from measuring in-life KPIs appropriately to high-level directional focused sessions.

Supplementing our supplier relationship management programme, we will collect and analyse data from suppliers, credit reference agencies and published industry metrics. We will then evaluate this data via balanced scorecards concerning our Environmental and Social Governance policies, industry best practice and contractual service performance metrics, ensuring a rounded view of the supply chain.

Consistent evaluation of this will allow us to proactively identify issues and act accordingly to ensure a resilient supply chain, safeguard against market volatility, anticipate performance bottlenecks and mitigate potential supply chain risk.

We will tailor this approach to evaluate compliance to Authority specific measures or issues, including social value measures and present it in a digestible manner via Rivus Insights dashboarding.

Appropriate performance management and stock management that ensures delivery of services

We will assign the Authority the appropriate supply chain management resource, collaborating with the procurement team to provide proactive tactical supply chain direction, ensuring in-flight services are completed on time and in full such as vehicle repairs, per **SOR_4.14**. The supply chain management team is empowered to focus on time and compliance critical events, ensuring service delivery, maintaining KPI/SLA compliance and responding to the customer's needs in real-time.

Rivus has complete visibility of in-flight services and can proactively intervene to ensure compliance, on-time, and in full-service delivery via supply chain managers.

We consider it best practice to deliver critical services via a few partners with proven expertise in delivering service excellence in a time-critical and secure field.

With these key consolidated vendors being aligned to and providing real-time information to our supply chain managers, we can act in real-time to ensure service delivery and respond accordingly to the needs of the Authority.

We recognise that the Authority has unique requirements for the service provided and can engage with these suppliers to ensure appropriate stock levels are available within

our network at no additional cost. Examples include but are not limited to using Tyron bands and high temp brake fluid, per **SOR_4.8**.

We will map vehicles to key locations and will run stock management processes following the runner, repeater, stranger principle. We will identify and strategically stock critical and fast-moving items to secure the best possible vehicle uptime.

With our internal garage network and existing managed fleets, we can identify supply chain pinch points early on, enabling us to identify and source alternative products or parts proactively.

K3	Collaboration								
Guide	Maximum 1,000 words								
This contract relies on strong performance management by Procurement 1 – Emergency Response Vehicle Repair provider, managing and co-ordinating the delivery of the engineering suppliers involved in the operating model for this service delivery (Procurements 2–5). All SMR&I suppliers will be expected to collaborate and create strong working relationships, to ensure all of the Authority's requirements are met and efficient delivery is consistently maintained across the operating model. Please outline how you will deliver a strong collaborative performance with other suppliers and subcontractors for this contract, supported by relevant details of your existing demonstrable capability for corporate collaboration. Within your answer, please include, but do not be limited to: 1) Management Information and Performance Reporting. 2) Supply chain management working with different suppliers and subcontractors to ensure smooth delivery. 3) The utilisation of IT systems and innovative technology. 4) Employment of Continuous Improvement and Knowledge Transfer. 5) Customer Experience and Satisfaction.									
<table border="1"> <tr> <th colspan="2">Benefits of our solution</th> </tr> <tr> <td>Data insights and integration</td><td>Collaborative working across all suppliers to provide a holistic view of contract performance</td></tr> <tr> <td>Collaborative performance</td><td>Delivering service efficiency and best practice through effective working relationships</td></tr> <tr> <td>Enhanced customer experience</td><td>Maximising value add activities, driven by the voice of the customer</td></tr> </table>		Benefits of our solution		Data insights and integration	Collaborative working across all suppliers to provide a holistic view of contract performance	Collaborative performance	Delivering service efficiency and best practice through effective working relationships	Enhanced customer experience	Maximising value add activities, driven by the voice of the customer
Benefits of our solution									
Data insights and integration	Collaborative working across all suppliers to provide a holistic view of contract performance								
Collaborative performance	Delivering service efficiency and best practice through effective working relationships								
Enhanced customer experience	Maximising value add activities, driven by the voice of the customer								
At Rivus, we actively promote collaborative working where opportunities arise where we can leverage added value. Our principle, aligned to ISO 44001 Collaborative Business Relationships, is to develop trusting relationships between other suppliers and subcontractors through collaboration so that we, as a collective, can focus on providing continuous improvement and creating added value for the service delivery. To help us achieve this, we will ensure good communication and information flow between us to enable transparency. Management information and performance reporting We will collect data via core systems and in conjunction with our partners across the wider supply chain through our innovative use of technology. We will then interrogate and interpret all data sets to produce meaningful performance dashboards and reports, ensuring consistent and accurate data collaboration.									

The deployed framework will adhere to current capabilities to collate service performance across several preferred Rivus subcontractors. We will collaborate with all providers to establish secure Application Programming Interfaces (APIs) so that data transmission can occur between our systems and the wider supply chain based on agreed protocols and frequencies.

Working with suppliers and subcontractors to ensure smooth delivery

We will provide strong performance management during the delivery of this contract by utilising our existing procurement and supply chain expertise and our people, process, data, and service provider approach. As a vehicle maintenance provider, we will embed this approach across the requirements of this procurement.

To ensure consistent and effective service delivery for the Authority, we will ensure that all strategic suppliers are fully contracted and their performance measured through contractual KPIs every month. We will target our suppliers by providing innovative cost improvement solutions, which can be presented to the Authority for approval. We will apply continuous improvement methodology to deliver in-life benefits in support of a constantly evolving fleet maintenance service.

Supply chain management information will be fed into the System Integrator at prescribed intervals, ensuring performance data, innovation and improvements can be identified across the board and implemented effectively.

Systems and innovations

We will hold bi-annual innovative workshops starting February 2023. At these workshops, the Authority stakeholders and Rivus will jointly review and select options to improve service and value for money. Our vision for the Authority's optimal garage operation is illustrated in Figure_1.

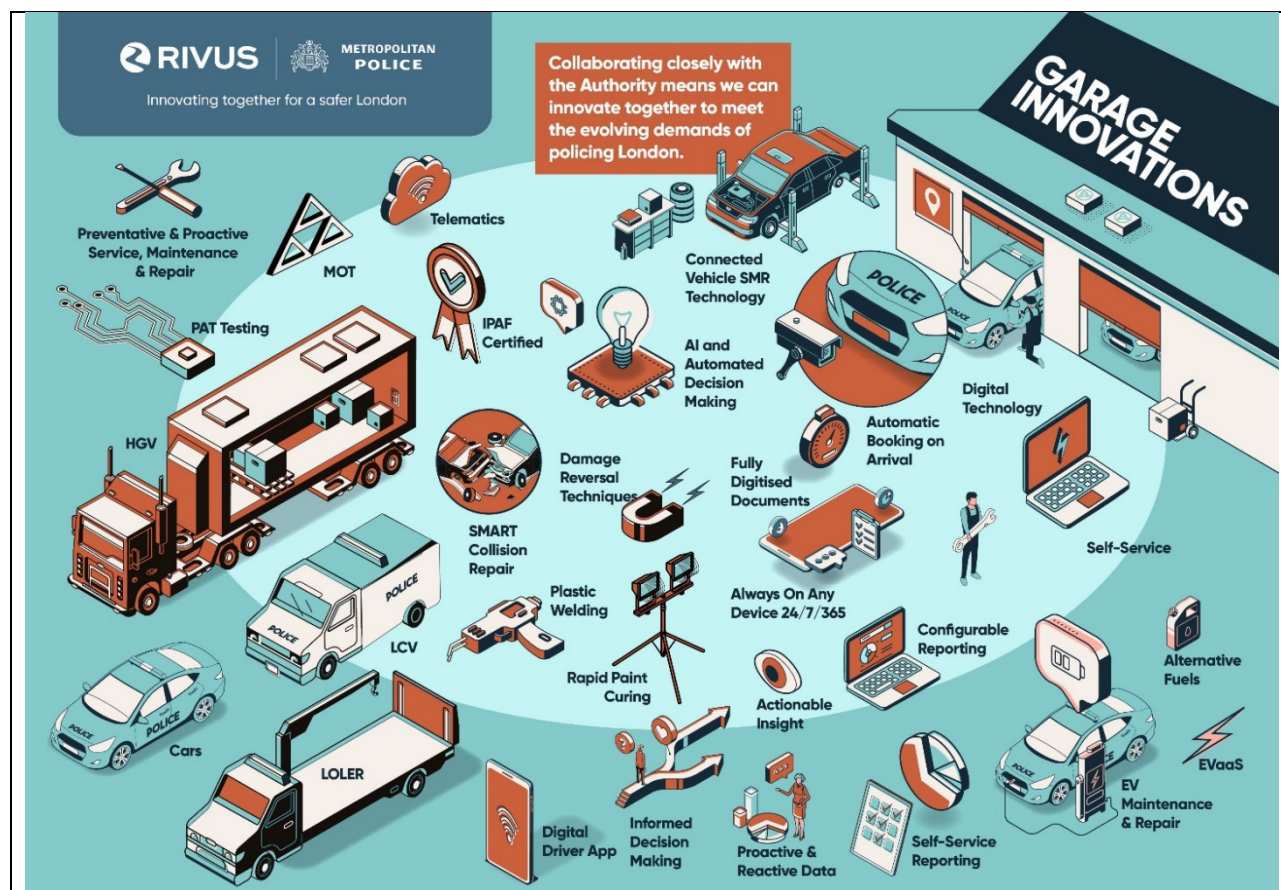


Figure_1_Garage Innovations – our vision of the Authority's optimal garage operation

Key innovations include:

- Telematics and connected car technology to manage SMR predictively and proactively and reduce VOR
- Enhanced data insights and automation using artificial intelligence
- Latest SMART collision repair techniques
- Digital tools to increase efficiencies, reduce paper and save time

Continuous improvement and knowledge transfer

Data insights and performance reporting will form the nucleus of how we approach service efficiencies. In collaboration with our supply chain, we will use the targeted analysis to work together on efficiency projects.

The Continuous Improvement Team (CIT) will manage efficiency activities, led by our PRINCE2 accredited advanced lean practitioner, supported by a team of lean practitioners. The CIT will use Microsoft Project and InAir to support the effective delivery of continuous improvement projects. We will provide progress updates to the Authority during the proposed monthly reviews.

We will use regular performance reviews and change management processes to ensure the effective transfer of knowledge with all key internal and external stakeholders. Key messages will be cascaded alongside training and implementation plans where required.

Through our successful management leadership programme, we continue to enforce a culture of continuous improvement and deployment. We also share best practice and

lessons learnt at every opportunity by using various communication forums within our business.

We strongly believe in sharing best practice across our industry to ensure knowledge is cascaded within the workforce. To evidence this, we host and facilitate quarterly electric vehicle seminars. We invite industry expert guest speakers to present their knowledge and experience, particularly around transitioning to electric vehicles and emerging technologies.

Customer experience and satisfaction

We understand the importance of listening to the Authority, the business, and our employees to improve our products, services, and processes to deliver a consistent, high-quality, efficient, and effective customer experience, no matter what channel the Authority uses. By creating a continuous improvement culture, we will deliver a consistent customer experience and drive efficiencies throughout our business by reducing non-value add activity.

Our approach to enhanced customer experience includes:

- Weekly operational huddles in the garages
- Value Stream Mapping of core processes to drive efficiency
- Root Cause Analysis on issues impacting both our internal teams and the Authority
- Clear lines of communication both internally and with the Authority
- Increased empowerment by having clear accountability across teams

To provide a high-quality customer experience and effective monitoring of the Authority's satisfaction, we will leverage customer satisfaction surveys through our Qualtrics solution. We will also manage feedback through our dedicated complaints case management solution and link root cause analysis to continuous improvement projects.

We will create customer satisfaction surveys across the customer journey. This approach will allow us to ensure that every interaction across the breadth and depth of our service is to the required standards. We will use this feedback to drive improvement initiatives through our CIT.

K4	Mobilisation and Transition Plan
Guide	Maximum 1,000 words
To support transition to the services described in Annex A - Statement of Requirement (SoR) for Procurement 1 – Emergency Response Vehicle Repair, please provide a detailed Mobilisation and Transition Plan. The plan should include: • The period between the Agreement Award Date and the Service Transfer Date (the Mobilisation Period); and • The period between the Service Transfer Date and the date by which the future delivery model, described in the SoR, will be achieved (the Transition Period). Please include: • Planning assumptions (i.e. the assumptions made and associated activity sequencing that underpin your approach); • Activities and their duration; • Resources to deliver activities; • Risks and mitigations; • Dependencies (both within and external to the Bidder organisation); and • Infrastructure requirements that will enable effective transition. You must define: • A critical pathway for the IT solution, which includes testing and transitioning the interface with the IT solutions for Procurements 2-5; • A critical pathway that details the transition of services from the incumbent to the new suppliers for Procurements 2-5, including dependencies between the Integrator and the suppliers for Procurements 2-5; • How you will minimise impact to the service provision's SLAs and KPIs as the service transitions between the Incumbent and new suppliers; and • How you will effectively engage with both the Authority the suppliers for Procurements 2-5 to create a co-ordinated supplier ecosystem during transition. Key areas for consideration include (but are not limited to): • IT solutions • Operational sites and supporting infrastructure • Security – site and personnel • Data transfer • TUPE transition of staff • Training • Communications (including the approach to communicating with multiple suppliers) Indicative timelines to help produce your plan are below. Quarters are for financial years, running April-March. • Agreement Award for Procurements 2-5: 2022, Q2-3 • Service Transfer Date for Procurements 2-5: 2023, Q1-3	

Benefits of our approach

Methodical approach	De-risked approach for the Authority
Experienced team	Surety of a quality service delivery
Innovative approach	Continuously exploring innovative ways to improve our service delivery to enhance Authority's experience

Please refer to Rivus_Procurement_1-3_Annex_K4_Mobilisation_and_Transition_Plan for the Rivus Project Plan consolidating Procurements 1-5.

Lowest risk approach to mobilisation

Rivus will use a proven methodology using the PRINCE2 framework to ensure a successful go-live with no service degradation. We outline key areas of our approach in the tables below.

Area	Description
Executive Sponsorship	- Overall sponsorship from our CEO - Workstreams to be owned by each Executive Rivus board member
Rivus Team	Experienced and dedicated team delivering complex customer and technology solutions
Combined Plan	One plan owned by Rivus covers all areas of mobilisation, including Authority and suppliers from all Procurements
Principles	Including clear and open communication, no degradation in service, and innovation after go-live
Governance	- Kick-off meeting - Weekly team meetings - Weekly highlight reports - Monthly Joint Steering Committees - RAID (Risks_Actions_Issues_Dependency) Logs - Compliance meetings - Agreed testing and sign-off procedures - Document repository, such as SharePoint
The Authority	- Ownership from the Authority throughout - Collaboration with Systems Integrator (SI)

Planning assumptions

Rivus require:

1. Dedicated Authority project team with access to all subject matter experts (August_2022).
2. Resources from incumbent for training on Rivus systems (March_2023).
3. Consultations with incumbent and trade unions (early 2023).

Activities and durations

Mobilisation Period – until the Service Transfer Date	
Initiation phase to launch the project and governance setup	August_2022 – October_2022
IT system setup - Hardware and infrastructure setup - Discovery of requirements (including interfaces to P5 supplier) - Design of system, process and organisation	August_2022 – August_2023 <i>August_2022 – October_2022</i> <i>August_2022 – October_2022</i> <i>October_2022 – December_2022</i>
Build for go-live	August_2022 – January_2023
Garage compliance standards setup	April_2023 – October_2023
- Define and implement technical requirements - Technician training and communication on work standards - Procurement of garage equipment and specialist tooling	<i>April_2023 – July_2023</i> <i>August_2023 – October_2023</i> <i>April_2023 – June_2023</i>
Solution testing	May_2023 – June_2023
Configuration of systems and interfaces with up-to-date data	January_2023 – August_2023

Transfer of services	
People onboarding - Consultations - Induction and onboarding of incumbent and additional resources - People's security status	August_2022 – October_2023 <i>September_2022 – October_2023</i> <i>March_2023 – October_2023</i> <i>March_2023 – May_2023</i>

Procurement setup • Procurement approaches (tyres, parts and oil, PPE safety wear, livery, converters, specialists) • Supply chain management (OEMs, disposal partners, non-OEM, paint sourcing)	September_2022 – September_2023 <i>September_2022 – September_2023</i> <i>September_2022 – September_2023</i>
Service Transfer Date	31_October_2023

Transition Period – post Service Transfer Date

The Transition Period consists of transformation to the target operating model with ongoing continuous improvement and innovation.

We will hold bi-annual innovative workshops starting February 2023, where Authority stakeholders and Rivus will jointly review and select options to improve service and value for money. Our vision for the Authority's optimal garage operation is illustrated in Figure_1.

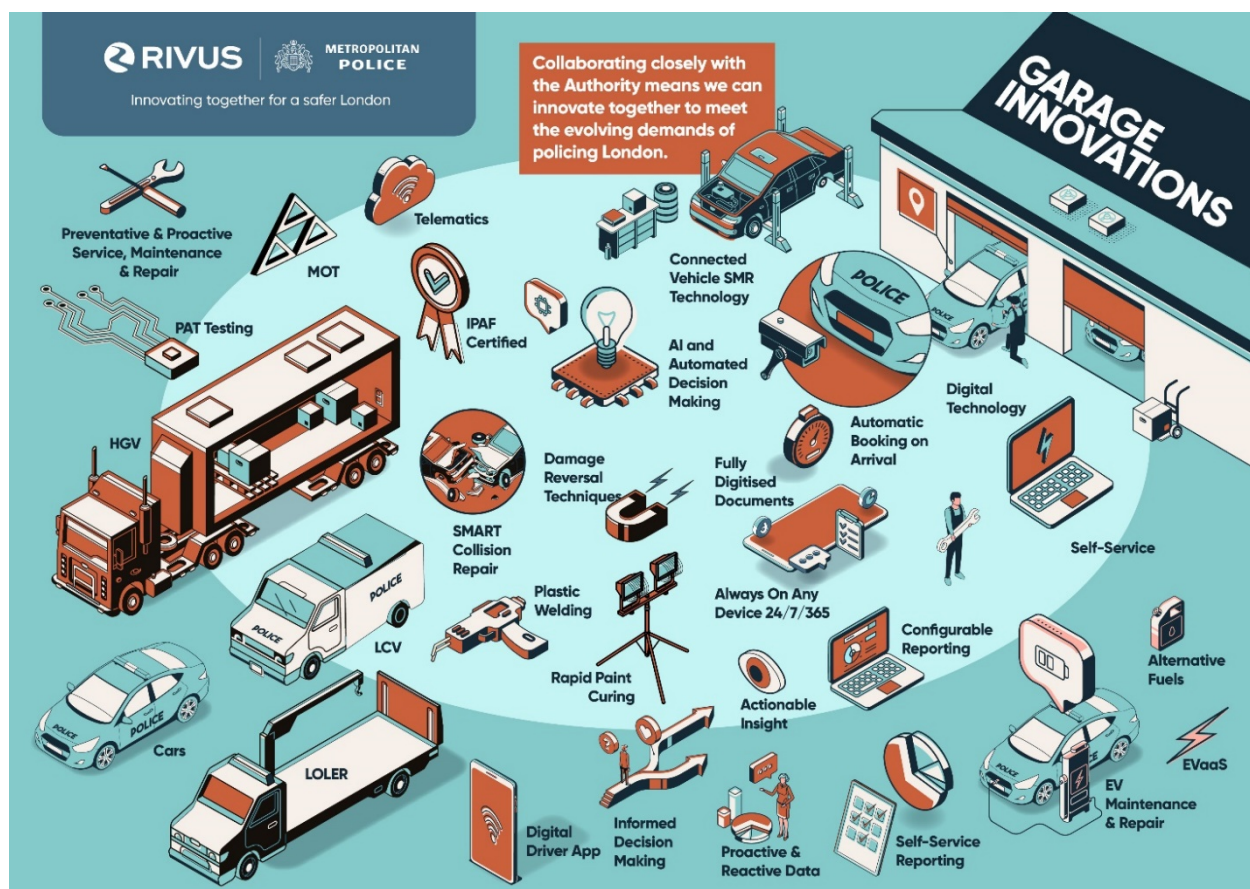


Figure_1_Garage Innovations – our vision of the Authority's optimal garage operation

Key innovations include:

- Telematics and connected car technology to manage SMR predictively and proactively and reduce VOR
- Enhanced data insights and automation using artificial intelligence
- Latest SMART collision repair techniques
- Digital tools to increase efficiencies, reduce paper and save time

Resources to deliver the activities

- Rivus project team, including Project Director, supported by Continuous Improvement coach.
- Garage experts for each workshop.
- Technical experts for IT discovery.
- HR support for consultations, training and people onboarding.

Risks and mitigations

Risk	Mitigation
The Authority and the incumbent collaboration is insufficient to work through the planned approach	Early alignment with all parties and defined service agreements
Individuals deciding not to TUPE	Recruit and train additional resources to support
Garage availability	Identify additional locations upon contract signature
Additional IT requirements identified during the Discovery Period	Conduct a complete analysis of the go-live operating model to ensure enough time for IT solution build

Dependencies

- Complete co-operation from the incumbent, the Authority and the SI.
- Suppliers to implement technical standards and supply equipment.
- Data availability and accuracy from all suppliers to feed interfaces.
- Trade union consultation priority.

Infrastructure requirements

Our dedicated garages will be set up from April 2023-July 2023. We will ensure compliance standards and appropriate infrastructure, including IT infrastructure, telephony, cabling, fire suppression, and further required security standards.

Critical pathway milestones

Critical pathway milestone	No later than
Notification of Award	August_2022
Garage compliance standards setup	July_2023
IT requirements setup (including interface to SI)	August_2023

Commence TUPE consultation process	September_2022
Procurement setup (all required supplier relations)	September_2023
Technician training and communication	October_2023
People onboarding completed	October_2023
Go-live	01_November_2023

How we will minimise impact to SLAs and KPIs during the Transition Period

- Early organisation readiness, resources onboarded on processes and systems mid-October 2023, ready to commence service and receive P5 bookings on 01 November 2023.
- Dedicated, expert and engaged resources in our processes and systems to ensure knowledge transfer. The team will capture all work in progress during this pre-transfer month at the beginning of October 2023.
- We will provide early training courses, with c.90 training days planned.
- Supplier collaboration will be our highest priority with regular meetings and clear communication lines.

How we will create a co-ordinated supplier ecosystem during transition

- Consideration of the SI and further contracted suppliers to the Authority within every phase of the mobilisation.
- Collaborative approach to working through the described plan and define the go-live model.
- Clear project governance from the start of the mobilisation.
- Clear and frequent communication.
- Every interface will be tested and configured by functional and technical experts from all impacted parties.

Added-value from a single Rivus Procurement 1-5 solution

- A single management structure provides the Authority with increased efficiencies from a single-point-of-contact, removing multiple touchpoints with other suppliers.
- Standardised systems platforms reduce development risk by removing multiple system integrations enabling consistent service delivery.
- Co-locating multiple service functions across our garage estate reduces vehicle movements, C&D costs, property costs and vehicle emissions.
- Fully integrated SMR&I and bodyshop garages will undertake small to medium 'dry and wet repairs', significantly increasing vehicle uptime.
- Integrated innovation projects will provide benefits across multiple business functions.
- A single view Mobilisation/Project Plan increases quick wins and minimises risk of delay.
- All parties aligned to the same objectives and core values.
- Joined-up BCDR Plan ensures end-to-end continuity of service.

Supplier Collaboration Agreement**Supplier Collaboration Agreement**

This Supplier Collaborative Agreement (SCA) is dated [insert date].

PARTIES:

Party Name and Address	Title of Applicable Procurement
The Mayor's Office for Policing and Crime of City Hall, Kamal Churchie Way, London E16 1ZE ("The Authority")	Contracting Authority for procurements 1 to 5
[Insert] ("Supplier One")	Procurement 1 Emergency Response Vehicle Repair
[Insert] ("Supplier Two")	Procurement 2 Emergency Response and Support Vehicle Repair
[Insert] ("Supplier Three")	Procurement 3 General-purpose Vehicle Repair
[Insert] ("Supplier Four")	Procurement 4 Vehicle Collision Repair
[Insert] ("Supplier Five")	Procurement 5 Lot 1 Systems Integrator
[Insert] ("Supplier Six")	Procurement 5 Lot 2 Collection and Delivery

together (the **"Parties"** and individually a **"Party"**).

BACKGROUND:

- A) The Authority completed Procurements one to five above and subsequently awarded the Contracts to the Collaboration Suppliers.
- B) Pursuant to the terms of Procurements one to five the Parties agree to work collaboratively in order to achieve the respective outcomes of the Contracts.
- C) This SCA formalises the basis for effective and successful collaborative working between the Parties. It is intended to supplement (not replace or amend) the individual contracts for Procurements and Lots

In consideration of the mutual obligations contained in the Contracts and this SCA the Parties agree as follows:

1 Abbreviations and Definitions

- 1.1 As used in this SCA, the capitalised expressions shall have the following meanings unless the context requires otherwise:

Term	Definition
"Authority Activities"	The activities by the Authority set out in Schedule 1;
"Collaboration Activities"	The total activities made up of Authority Activities and Collaboration Suppliers' Activities referred to in clause 4 and set out in Schedule 1;
"Collaboration Supplier(s)"	The suppliers awarded the Contracts and to which are subject to this SCA;
"Commencement Date"	[ADD DATE];
"Contract(s)"	The contracts subsequently awarded by the Authority following successful completion of Procurements one to five;
"Detailed Collaboration Plan"	The plan set out in Schedule 3 as based upon, and in response to, the Outline Collaboration Plan, as submitted by the Authority containing full details of the Collaborative Activities required of Collaboration Suppliers to ensure the successful receipt of the services under the Contracts;

Supplier Collaboration Agreement

“Outline Collaboration Plan”	The single plan set out in Schedule 2 constituting the full proposals by the Collaborative Suppliers as required from each other in order to achieve the Collaboration Activities;
“Procurements”	The procurements from one to five (including Lots 1 and 2) as described in the Parties section;
“Working Day”	Any day other than a Saturday or Sunday or public holiday in England and Wales;
“Collaboration Suppliers’ Activities”	The activities by the Collaboration Suppliers set out in Schedule 1.

2 Collaboration principles

- 2.1 The Parties shall abide by the following guiding principles:
- 2.1.1 Act collaboratively, in good faith, and positively;
 - 2.1.2 Communicate openly about concerns, issues, opportunities, and successes;
 - 2.1.3 Comply with all law, contractual obligations, and industry good practice;
 - 2.1.4 Deploy sufficient and qualified resource to deliver the required outcomes for the Authority;
 - 2.1.5 Act in a timely manner, recognising the time-critical nature of our work together in support of the Authority;
 - 2.1.6 Take on, manage, and account to each other for our respective responsibilities; and
 - 2.1.7 Learn from and share experience so we all develop and continuously improve working practices to improve outcomes, reduce cost, and mitigate risk.

3 Collaboration Plans

- 3.1 The Collaboration Suppliers shall within fifteen (15) Working Days (or such longer period as notified by the Authority in writing) of the Commencement Date provide to the Authority the Outline Collaboration Plan.
- 3.2 Within ten (10) Working Days (or such other period as agreed in writing by the Authority and the Collaboration Suppliers) of receipt of the Outline Collaboration Plan the Authority shall prepare the Detailed Collaboration Plan.
- 3.3 The Detailed Collaboration Plan shall include full details of the Collaborative Activities that involve all Collaboration Suppliers to ensure the successful receipt of the services under the Contracts. The Detailed Collaboration Plan shall be based on the Outline Collaboration Plan and shall be submitted to the Collaboration Suppliers for approval by the end of the period specified in clause 3.2.
- 3.4 The Collaboration Suppliers shall provide such assistance as is required by the Authority in the preparation of the Detailed Collaboration Plan.
- 3.5 If the Parties fail to agree the Detailed Collaboration Plan such dispute shall be resolved in accordance with the Dispute Resolution Procedure. In the event the Detailed Collaboration Plan is not agreed by the timescales set out in this clause 3 all Collaboration Suppliers shall continue to remain bound by their respective Contracts.
- 3.6 Where the Authority considers one or more of Collaboration Suppliers to be acting unreasonably in failing to agree the Detailed Collaboration Plan those Collaboration Suppliers shall continue to remain bound by their respective Contracts but shall not have the benefit of the applicable Joint incentivisation schemes in those Contracts until the Detailed Collaboration Plan is agreed.
- 3.7 The Joint incentivisation provisions in the applicable schemes that were not applied due to application of clause 3.6 shall not to be backdated upon agreement of the Detailed Collaboration Plan.

4 Collaboration Activities

- 4.1 The Collaboration Suppliers shall perform the Collaboration Activities and all other obligations of this SCA in accordance with the Detailed Collaboration Plan.

Supplier Collaboration Agreement

4.2 The Collaboration Suppliers shall provide all additional cooperation and assistance as is reasonably required by the Authority to ensure the continuous delivery of the services under the Contracts.

4.3 The Collaboration Suppliers shall procure that their respective sub-contractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

5 Governance

5.1 The Parties shall remain subject generally to the provisions of the Governance Schedules under the Contracts.

5.2 With respect specifically to this SCA, governance provisions shall follow the Programme Board provisions of those Governance Schedules (as stated again in Schedule 4 to this SCA).

6 Dispute resolution procedure

6.1 All disputes between any of the Parties arising out of or relating to this SCA shall be referred, by any Party involved in the dispute, to the representatives below.

The Authority	Commercial Director for the Vehicles Pillar, MPS Commercial Services Directorate
Supplier One	[Add first main point of contact, such as a day to day contract manager]
Supplier Two	[Add first main point of contact, such as a day to day contract manager]
Supplier Three	[Add first main point of contact, such as a day to day contract manager]
Supplier Four	[Add first main point of contact, such as a day to day contract manager]
Supplier Five	[Add first main point of contact, such as a day to day contract manager]
Supplier Six	[Add first main point of contact, such as a day to day contract manager]

6.2 If the dispute cannot be resolved by the Parties' representatives nominated under Clause 6.1 within a maximum of five (5) Working Days (or such other time as otherwise agreed in writing by the Parties) after it has been referred to them, then except where a party seeks urgent injunctive relief, the Parties shall escalate the dispute to the Parties' representatives below.

The Authority	Director of Operational Support Services
Supplier One	[Add escalated SPOC]
Supplier Two	[Add escalated SPOC]
Supplier Three	[Add escalated SPOC]
Supplier Four	[Add escalated SPOC]
Supplier Five	[Add escalated SPOC]
Supplier Six	[Add escalated SPOC]

Supplier Collaboration Agreement

- 6.3 If the dispute cannot be resolved by the Parties' representatives nominated under Clause 6.2 within a maximum of five (5) Working Days (or such other time as otherwise agreed in writing by the parties) after it has been referred to them, then except where a Party seeks urgent injunctive relief, the Parties shall escalate the dispute to the Parties' final representatives below.

The Authority	Assistant Commissioner for MPS Operations
Supplier One	[Add escalated SPOC]
Supplier Two	[Add escalated SPOC]
Supplier Three	[Add escalated SPOC]
Supplier Four	[Add escalated SPOC]
Supplier Five	[Add escalated SPOC]
Supplier Six	[Add escalated SPOC]

- 6.4 If the dispute cannot be resolved by the Parties' representatives nominated under Clause 6.3 within a maximum of five (5) Working Days (or such other time as otherwise agreed in writing by the parties) after it has been referred to them, then except where a party seeks urgent injunctive relief, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 6.5 unless the Authority considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
- 6.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 6.5.1 a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other Parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any 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 the Parties that he is unable or unwilling to act, apply to the Chairman of the Law Society to appoint a Mediator;
 - 6.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him/her in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;
 - 6.5.3 unless otherwise agreed by the Parties in writing, 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;
 - 6.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - 6.5.5 failing agreement, any of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this SCA without the prior written consent of all the parties; and
 - 6.5.6 if the Parties fail to reach agreement in the structured negotiations within twenty (20) 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.
- 6.6 The Parties must continue to perform their respective obligations under this SCA and under their respective Contract(s) pending the resolution of a dispute.

Supplier Collaboration Agreement

7 Term and Termination

- 7.1 Each Collaborative Supplier's part of this SCA shall terminate only by agreement of the Authority or automatically in the event that Collaborative Supplier no longer is subject to a Contract with the Authority for which this SCA applies.
- 7.2 The Collaboration Supplier's duty to perform the Collaboration Activities shall continue until the end of the exit period of its last relevant Contract(s).

8 Variations

- 8.1 No amendment or variation of this SCA shall be effective unless it is agreed in writing by the Parties, such agreement requiring three or more Collaborative Supplier's and the Authority, together forming a majority.

9 Third party rights

- 9.1 Nothing in this SCA shall be deemed to grant any right or benefit to any person other than the Parties or their respective successors in title or assignees, or entitle a third party to enforce any provision hereof and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

10 Governing law and jurisdiction

- 10.1 This SCA shall have legally binding effect and is governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Procedure, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Supplier Collaboration Agreement

Signed for and on behalf of the Authority	
Name	
Position	
Signature	
Date	

Signed for and on behalf of Supplier One	
Name	
Position	
Signature	
Date	

Signed for and on behalf of Supplier Two	
Name	
Position	
Signature	
Date	

Signed for and on behalf of Supplier Three	
Name	
Position	
Signature	
Date	

Signed for and on behalf of Supplier Four	
Name	
Position	
Signature	
Date	

Supplier Collaboration Agreement

Signed for and on behalf of Supplier Five	
Name	
Position	
Signature	
Date	

Signed for and on behalf of Supplier Six	
Name	
Position	
Signature	
Date	

Supplier Collaboration Agreement

SCHEDULE 1

Collaboration Activities

Collaboration Suppliers' Activities

Suppliers shall commit to:

- Providing information with other participating suppliers on a periodic basis as part of the Governance process;
- Supporting Benchmarking, Data gathering exercises and continuous improvement processes as requested by the Authority i.e. Telematics;
- Being transparent with regards the data that is required to deliver individual services
- Using best practice; repair techniques, supply chain;
- Adherence to a partnership approach with other participating suppliers and the Authority;
- Ensuring the Authority continues to receiving value for money;
- Providing support during period of surges that the Authority may request via the System Integrator.

Authority Activities

The Authority shall provide:

- Overall strategy and governance for this agreement;
- Update on Surge events and capacity planning quarterly;
- Steer in the achievement of KPI's that are tied to Joint incentives;
- Update on side events and projects i.e. Telematics.

Supplier Collaboration Agreement

SCHEDULE 2
Outline Collaboration Plan

[Insert Collaboration Plan.]

Supplier Collaboration Agreement

SCHEDULE 3
Detailed Collaboration Plan

[Insert Detailed Collaboration Plan.]

Supplier Collaboration Agreement

SCHEDULE 4

Governance

(NOTE: Terms in this Schedule 4 not already defined under this Supplier Collaboration Agreement shall have the meanings assigned to them in the relevant contracts.)

The Programme Board shall:

- Provide senior level guidance, leadership and strategy for the overall delivery of the Services;
- Be the point of escalation from the Change Management Board, the Technical Board and the Service Management Board;
- Ensure that Contracts are operated throughout the Terms in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Collaborative Suppliers;
- Receive and review reports from the Service Management Board and review reports on technology, service and other developments that offer potential for improving the benefit that either party is receiving, in particular value for money;
- Determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services; and
- Provide guidance and authorisation to the Change Management Board on relevant Changes.